

Hearing Date and Time: October 27, 2010 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: October 18, 2010 at 5:00 p.m. (Prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

LEHMAN BROTHERS HOLDINGS INC., et al.,

Debtors.

**Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)**

**RESPONSE OF SYMPHONY ASSET MANAGEMENT LLC
ON BEHALF OF ENCORE L.P.
TO THE DEBTORS' FORTIETH OMNIBUS OBJECTION TO LATE-FILED CLAIMS
AND MOTION TO DEEM PROOF OF CLAIM TIMELY FILED**

Symphony Asset Management LLC ("Symphony"), by and through its undersigned counsel, acting on behalf of Encore Fund L.P. ("Encore" or the "Claimant") pursuant to certain investment agreement, hereby responds to the Debtors' Fortieth Omnibus Objection to Late-Filed Claims (the "Objection") and respectfully moves for entry of an order (i) overruling the

Objection as to Encore's claim (the "Claim")¹ against Lehman Brothers Holdings Inc. ("LBHI" or the "Debtor") and (ii) pursuant to Federal Rule of Bankruptcy Procedure 9006(b), deeming the Claim timely filed (the "Response and Motion"). In support of the Response and Motion, the Claimant submits the Declaration of Christina M. Mans pursuant to 28 U.S.C. § 1746 (the "Mans Declaration"), attached hereto as Exhibit A, and respectfully states as follows:

PRELIMINARY STATEMENT

On September 21, 2009 the Claimant's agent properly deposited its proof of claim (the "Proof of Claim"), attached to the Mans Declaration as Exhibit A, with the United States Postal Service (the "USPS") for overnight express delivery to the post office box address set forth in the mailing instructions on the customized proof of claim form provided by the Debtor (the "Proof of Claim Form"), attached to the Mans Declaration as Exhibit B. Despite its guarantee of delivery in time to meet the September 22, 2009 claims bar date, USPS delivered the Proof of Claim on the morning of September 23, 2009, several hours after the applicable deadline. At issue is whether, considering all the equities, including the degree (if any) to which the Claimant was at fault for the late filing and the extent (if any) to which the late filing has prejudiced the Debtor and or the administration of these cases, the Claim should be forfeited.

The Claimant believes that its conduct in respect of filing the Proof of Claim, particularly the reliance placed on the USPS' overnight delivery service and guarantee, does not constitute "neglect" of the applicable deadline under the ordinary meaning of that word. To the extent that neglect can be attributed to it, the Claimant believes that such neglect is "excusable" under the standards of applicable law such that its claim should be deemed timely filed in the circumstances existing here, because (i) the delay caused (and the relief requested would cause)

¹ Encore holds an unsecured claim as of September 16, 2009 of at least \$3,316,824.36 against LBHI (claim number: 34460).

no material prejudice to the Debtor, (ii) the length of delay and impact on the proceedings are both negligible, (iii) the delay was caused by circumstances outside of the Claimant's control, and (iv) the Claimant acted in good faith. By this Response and Motion, the Claimant therefore requests that the Court deem the Proof of Claim timely filed.

JURISDICTION

1. The Court has jurisdiction over this matter under 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper in this District under 28 U.S.C. §§ 1408 and 1409. The Response and Motion is made pursuant section 105 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 9006(b)(1) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

BACKGROUND

The Claimant

2. The Claimant is a limited partnership organized under the laws of California and an investment fund. The Claim arises under guarantees provided by the Debtor to the Claimant and other creditors of Lehman Brothers International (Europe) ("LBIE"). The primary obligation arises under a prime brokerage agreement and related contracts between the Claimant, its asset manager, Symphony Asset Management LLC ("Symphony"), LBIE and Lehman Brothers Inc. See Mans Declaration , ¶ 3 and the Proof of Claim.

3. Symphony is a limited liability company organized under the laws of California, which provides asset management services to the Claimant pursuant to a certain investment management agreement.

Preparation of the Proof of Claim

4. On May 26, 2009, the Debtors filed a motion seeking to establish a deadline for the filing of proofs of claim [Docket No. 3654] (the “Bar Date Motion”).

5. On July 2, 2009, the Bankruptcy Court entered an order [Docket No. 4271] (the “Bar Date Order”) which, among other things, established September 22, 2009, 5:00 p.m. Eastern Standard Time, as the general bar date (the “Bar Date”).² See Bar Date Order.

6. When Symphony became aware of the Bar Date, its controller, Christina M. Mans, prepared the Proof of Claim using the Debtor’s customized Proof of Claim Form in accordance with the instructions set forth on the second page thereof. Because such instructions indicated that the Proof of Claim had to be sent to a post office box, see page 2 of the Proof of Claim Form, Ms. Mans mistakenly believed that her only option was to use the USPS, which is the only carrier that offers the delivery service to post office boxes. Ordinarily, Symphony uses United Parcel Service or Federal Express for overnight delivery. See Mans Declaration, ¶ 4.

7. Although the Debtors published a Notice of Deadlines for Filing Proofs of Claim (the “Bar Date Notice”) on July 8, 2009 which contained physical mailing addresses for overnight delivery, Ms. Mans consulted only the instructions on the Proof of Claim Form in completing and mailing the form without considering that such instructions might be incomplete.

8. Accordingly, on September 21, 2009 at 2:23 p.m., Ms. Mans mailed the Proof of Claim from San Francisco via USPS Overnight Express Mail to Epiq Bankruptcy Solutions LLC, the Debtor’s claims agent, at the only address provided on the Proof of Claim Form: FDR Station, P.O. Box 5076, New York, NY 10150-5076. See USPS postal confirmation (the “USPS

² The Bar Date Order set forth special procedures to file claims in respect of Lehman Program Securities, including requirements that a holder of such claims file claims by November 2, 2009.

Order Confirmation”), attached to the Mans Declaration as Exhibit C; see also Mans Declaration, ¶ 5.

USPS’ Failure to Deliver on Time

8. As indicated on the USPS Order Confirmation, the Proof of Claim was to be delivered by 12 noon on the next day, i.e., September 22, 2009, which would have been on the Bar Date before the 5 p.m. deadline set forth in the Bar Date Order. USPS guarantees overnight delivery for packages sent via Overnight Express Mail, the USPS’ fastest service for time-sensitive letters. See United States Post Office, <http://www.usps.com/shipping/expressmail.htm> (last visited Oct. 11, 2010).

9. Despite the guarantee, USPS failed to deliver the Proof of Claim on time. The delivery confirmation (the “USPS Delivery Confirmation”), attached to the Mans Declaration as Exhibit D, shows that the documents were delivered to Epiq on September 23, 2009 at 11:27 a.m., nearly 24 hours after the guaranteed delivery time and approximately 18.5 hours after the deadline for timely filing under the Bar Date Order.

RELIEF REQUESTED

10. By this Response and Motion, the Claimant requests that the Court overrule the Objection as to the Claim and deem the Proof of Claim to be timely filed pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9006(b)(1).

BASIS FOR RELIEF

The “Excusable Neglect” Standard

11. Bankruptcy Rule 9006(b)(1) authorizes the Court in its discretion to permit the filing of an untimely proof of claim where the delay is the result of “excusable neglect.” See Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’Ship., 507 U.S. 380 (1993). In Pioneer, the Supreme Court stated that the excusable neglect standard is an “elastic concept,”

“encompass[ing] both simple, faultless omissions to act and . . . omissions caused by carelessness,” that “is at bottom an equitable one, taking account of all relevant circumstances surrounding the party’s omission.” Id., at 388, 392, 395. Thus, excusable neglect may extend to “inadvertent delays” and is “not limited strictly to omissions caused by circumstances beyond the control of the movant.” 507 U.S. at 392. This Court has also noted that “excusable neglect” is a flexible standard, which can include inadvertence, mistake or carelessness, as well as intervening circumstances beyond the claimant’s control. In re Lehman Brothers Holdings Inc., 433 B.R. 113, 127 (Bankr. S.D.N.Y. 2010) (quoting Pioneer).

12. According to the Supreme Court,

[T]his flexible understanding of “excusable neglect” accords with the policies underlying Chapter 11 and the bankruptcy rules. The “excusable neglect” standard of Rule 9006(b)(1) governs late filings of proofs of claim in Chapter 11 cases but not in Chapter 7 cases. The rules’ differentiation between Chapter 7 and Chapter 11 filings corresponds with the differing policies of the two chapters. Whereas the aim of a Chapter 7 liquidation is the prompt closure and distribution of the debtor’s estate, Chapter 11 provides for reorganization with the aim of rehabilitating the debtor and avoiding forfeitures by creditors.

Pioneer, 507 U.S. at 389 (citing United States v. Whiting Pools, Inc., 462 U.S. 198, 203 (1983)) (internal footnotes omitted). The Court noted that this understanding was confirmed by the history of Rule 9006(b), quoting from the Advisory Committee’s Notes to former Rules 10-401(b) and 906(b), which stated among other things, that “[t]his policy is in accord with Chapter X generally, which is to preserve rather than to forfeit rights.” Pioneer, 507 U.S. at 390.

13. Four factors should be considered in the excusable neglect analysis:

[1] the danger of prejudice to the debtor, [2] the length of the delay and its potential impact on judicial proceedings, [3] the reason for the delay, including whether it was within the reasonable control of the movant, and [4] whether the movant acted in good faith.

See Pioneer, 507 U.S. at 395. Not all of the factors need to weigh in favor of the moving party for relief to be granted. See In re Enron Corp., No. 01-16034, 2003 WL 21756785, at *4

(Bankr. S.D.N.Y. July 30, 2003) (“The relative weight, however, to be accorded to the factors identified in Pioneer requires recognizing that not all factors need to favor the moving party.”). In the Pioneer case, the Supreme Court, agreeing with the court of appeals, accorded great weight to the first, the second and the last of the factors it articulated, stating that “the lack of any prejudice to the debtor or to the interests of efficient judicial administration, combined with the good faith of respondents and their counsel, weigh strongly in favor of permitting the tardy claim.” Pioneer, 507 U.S. at 398. The Claimant believes that application of all the factors to the facts surrounding the filing of its Proof of Claim leads to the conclusion that the relief it requests should be granted.

No Prejudice To The Debtor

14. The first Pioneer factor, the danger of prejudice to the debtor, heavily weighs in favor of the requested relief, as the delay in filing here was insignificant and could not possibly “jeopardize the success of the reorganization.” Midland Cogeneration Venture Ltd. P’ship. v. Enron Corp. (In re Enron), 419 F.3d 115, 130 (2d Cir. 2005) (internal citations and quotations omitted). First, the delay was less than one day and surely did not hinder the Debtor’s claims review process. Indeed, the Objection was not filed until September 13, 2010, nearly a year after the Proof of Claim was filed. Second, the Debtor’s chapter 11 plan was filed – only “as a basis for discussion” – months after the Proof of Claim was filed. The exclusivity period has now expired, and the Debtors have stated that they will file a revised plan later this quarter.³ See, e.g., In re Enron Corp., 2003 WL 2175685, at *4 (permitting filing of nine-day-late proof of claim and finding no prejudice because claims review and reconciliation process was in early stages and no plan or disclosure statement had yet been filed); In re Infiltrator Sys., Inc., 241 B.R.

³ See Lehman Brothers Holdings Inc. – The State of the Estate, dated September 22, 2010 (“Debtor’s Presentation”), at page 30, presented to the Court on September 22, 2010 and filed with the Securities and Exchange Commission on the same date.

278, 281-82 (Bankr. D. Conn. 1999) (permitting late-filed claim because debtor had not yet proposed plan). Third, the claim here is inconsequential in comparison to the size of the estate and the overall claims denominator, representing less than \$3.5 million in a claims pool whose size the Debtor estimates at \$860 billion as filed and \$264 billion as expected to be allowed.⁴ Even to the extent that the Proof of Claim may have an effect (however small) on the funds available to all creditors, the Second Circuit has discounted the importance of such an effect. See In re Enron Corp., 419 F.3d at 130 (“[W]e agree with the observation that the [Supreme] Court must have had more in mind than a simple dollar-for-dollar depletion of assets otherwise available for timely filed claims Otherwise, virtually all late filings would be condemned by this factor”) (internal citations and quotations omitted). This Court has also stated that a claim in the amount of \$15 million was “an insignificant percentage of the total claims of the debtors.” Transcript of Record, Trial Tr. 135:14-20 (Dec. 16, 2009) (In re Lehman Brothers, et al., No. 08-13555) (the “Banesco/PB Decision”). As the actual harm in deeming the Proof of Claim timely filed is negligible, any hypothetical harm that may be raised by the Debtor will not rise to the level of prejudice. See In re O’Brien Envtl. Energy, 188 F.3d 116, 127 (3d Cir. 1999) (“[P]rejudice is not an imagined or hypothetical harm”). Hence, there is relatively little prejudice that could befall the Debtor if the Proof of Claim, which is small in comparison to the aggregate amount of claims and the multi-billion dollar recovery pool available to holders of allowed claims. In any event, the Debtor’s rights to object to the Proof of Claim on other bases are fully preserved.

15. Nor would deeming the Proof of Claim timely filed “open the floodgates” for creditors whose claims were late-filed for reasons unrelated to delays in the mails. The facts here occur quite rarely. All that is being sought is for the Court to extend by one day the deemed

⁴ Id. at 23.

timely filing date for the Proof of Claim. See In re Beltrami Enters., Inc., 178 B.R. 389, 392 (Bankr. M.D. Pa. 1994) (rejecting the floodgates argument because there was no evidence that “hordes of claimants” would file claims in response). While it is true that proofs of claim for three other claimants managed by Symphony were included with the Proof of Claim in one mailing, the Claimant is unaware of any other claimants who can point to a postal error that caused their proofs of claim to arrive late.

Length of Delay is De Minimis

16. The second Pioneer factor also heavily weighs in favor of granting the relief sought. First, the Proof of Claim was only approximately 18.5 hours late. As discussed above, presumably such a short delay had, and deeming the Proof of Claim timely filed will have, no appreciable effect on the Debtor’s claims review and reconciliation process or in any way disrupt the judicial administration of this case. See, e.g., In re Beltrami, 178 B.R. at 392 (Bankr. M.D. Pa. 1994) (permitting filing of a two-year late proof of claim); In re Sage-Dey, Inc., 170 B.R. 46, 52-53 (Bankr. N.D.N.Y. 1994) (permitting filing of proof of claim six months after bar date); Pioneer, 507 U.S. at 398-99 (permitting filing proof of claim twenty days after the bar date); In re Enron, 2003 WL 21756785, at *5 (nine-day delay did not impact debtor’s judicial proceedings).

Reason for the Delay Was Outside of Claimant’s Control and Therefore the Relief Claimant Requests is Justifiable

17. In applying the standard articulated in Pioneer, the Second Circuit has centered much of its analysis on the third factor: “the reason for the delay, including whether it was within the reasonable control of the movant.” See In Silivanch v. Celebrity Cruises, 333 F.3d 355, 366 (2d Cir. 2003). This Court has also focused on the reason for delay, finding excusable neglect at least twice before in these cases. On Dec. 18, 2009, this Court issued the

Banesco/PB Decision, a bench ruling with respect to the late-filed claims of Banesco Banco Universal (“Banesco”) and PB Capital (“PB”), granting Banesco’s and PB’s motions treating their claims as timely filed pursuant to Bankruptcy Rule 9006(b)(1) because permitting their proofs of claim to be treated as timely filed would not prejudice the Debtors and the delay was, for the most part, outside of Banesco’s and PB’s control. Banesco/PB Decision, Trial Tr. 131-140. In the Banesco/PB Decision, the Court noted that even though to some extent the reason for the delay did fall on Banesco, the other equities involved, including the confusion surrounding the applicable bar date for its claims, mitigated the claimant’s responsibility for the error. Id. at 137:6-10. PB’s claims were treated as timely filed for substantially the same reasons. Id. at 139:8-12.

18. In contrast, on May 20, 2010, the Court denied seven other motions brought by individual creditors because those claimants or their agents missed the deadline due to their own neglect. In re Lehman Brothers Holdings Inc., 433 B.R. 113 (Bankr. S.D.N.Y. 2010). There, this Court rejected the claimants’ contentions regarding “excusable neglect” based on the failures of agents, attorneys and advisors as well as a failure to become aware of their rights until after the bar date, all of which amounted to “a lack of care or thoughtful attention to the preparation and filing of their proofs of claims.” Id., at 127.

19. As in Banesco’s and PB’s situation, the circumstances here are truly “unusual and compelling,” see Lehman, 433 B.R. at 127, and warrant a finding of “excusable neglect” and a grant of the relief requested. The Proof of Claim arrived after the Bar Date as a result of an unexpected failure of the USPS to perform as promised and guaranteed rather than the Claimant’s neglect. 650 Park Ave. Corp. v. McRae, 836 F.2d 764, 767 (2nd Cir. 1988) overruled on other grounds, 507 U.S. 380 (1993) (“finding of excusable neglect may be

based upon ... uncontrollable delays in the delivery of mail") (citing Scarpa v. Murphy, 782 F.2d 300, 301 (1st Cir. 1986)); DiLaura v. Power Authority of State of N.Y., No. CIV-88-121E, 1989 WL 53032, at *2 (W.D.N.Y. May 16, 1989) (holding that a postal service delay is a circumstance beyond the movants' control and one giving rise to excusable neglect); In re Genesis Health Ventures, Inc., No. 00-2692, 2007 WL 1876384, at*3 (D. Del. June 24, 2007) (delays in postal delivery qualify as excusable neglect when they are unpredictable).

20. Moreover, as mentioned above, the information provided in the Proof of Claim Form misguided Ms. Mans into believing that sending the Proof of Claim by USPS to Epiq's post office box address was the only option for filing. Had the Proof of Claim Form provided a physical address, Ms. Mans would have followed Symphony's normal practice of using the United Parcel Service or Federal Express to mail the Proof of Claim to such physical address, which might have also prevented the belated filing.

21. The Claimant consciously and diligently endeavored to comply with Bar Date Order and took all steps that, under ordinary circumstances, would have led to a timely filed claim. The Claimant did not sleep on its rights; therefore, it should not be punished for mistakes outside of its control. See Silivanch, 333 F.3d at 366.

The Claimant Has Acted In Good Faith

22. The circumstances of this filing clearly demonstrate that the Claimant acted in good faith. The Claimant certainly intended and attempted in utmost good faith to file the Proof of Claim in a timely fashion.

NOTICE

23. The Claimant has provided notice of the Response and Motion pursuant to the Amended Order Implementing Certain Notice and Case Management Procedures entered in

this proceeding [Docket No. 2837] and as set forth in the notice to the Objection. The Claimant submits that no other or further notice need be given.

NO PRIOR REQUEST

24. No prior motion for the relief requested herein has been made to this Court or any other court.

WHEREFORE, the Claimant respectfully moves this Court to (i) overrule the Objection as to the Claim, (ii) deem the Claim timely filed; and (iii) grant such other and further relief as this Court deems just and equitable.

Dated: October 18, 2010
New York, New York

White & Case LLP

By:

Abraham L. Zylberberg, Esq.
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Attorneys for Symphony Asset Management LLC

EXHIBIT A

Declaration of Christina M. Mans

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re
LEHMAN BROTHERS HOLDINGS INC., et al.,
Debtors.

**Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)**

DECLARATION OF CHRISTINA M. MANS

Pursuant to 28 U.S.C. § 1746, Christina M. Mans, declares and says:

1. I am Christina M. Mans, Controller at Symphony Asset Management LLC (“Symphony”). I am a member of the operations team and my responsibilities include overseeing Symphony’s corporate financial activities, and assisting with the financial activities of investment funds managed by Symphony, which include: (1) Adagio Fund, an exempted company organized under the laws of Cayman Islands, (2) Andante Fund L.P., a limited partnership organized under the laws of California, (3) Encore Fund L.P., a limited partnership organized under the laws of California, and (4) Fortissimo Fund, an exempted company organized under the laws of Cayman Islands (the “Funds” or Claimants”) as needed.

2. I submit this Declaration in support of the following pleadings concurrently herewith: (1) the Response of Symphony Asset Management LLC on Behalf of Adagio Fund to the Debtors’ Fortieth Omnibus Objection to Late-Filed Claims and Motion to Deem Proofs of Claim to Be Timely Filed by the Bar Date, (2) the Response of Symphony Asset Management LLC on Behalf of Andante Fund L.P. to the Debtors’ Fortieth Omnibus Objection to Late-Filed Claims and Motion to Deem Proofs of Claim to Be Timely Filed by the Bar Date, (3) the Response of Symphony Asset Management LLC on Behalf of Encore Fund L.P. to the Debtors’

Fortieth Omnibus Objection to Late-Filed Claims and Motion to Deem Proofs of Claim to Be Timely Filed by the Bar Date, and (4) the Response of Symphony Asset Management LLC on Behalf of Fortissimo Fund to the Debtors' Fortieth Omnibus Objection to Late-Filed Claims and Motion to Deem Proofs of Claim to Be Timely Filed by the Bar Date.

3. The Funds hold unsecured claims (the "Claims") against Lehman Brothers Holdings Inc. ("LBHI") in the aggregate amount of approximately \$80 million. The Claims are based on certain guarantees provided by LBHI to the Claimants and other creditors of Lehman Brothers International (Europe) ("LBIE"). The primary obligations arise under prime brokerage agreements and related contracts between the Claimants, Symphony, LBIE and Lehman Brothers Inc.

4. I prepared the proofs of claim on behalf of the Funds (the "Proofs of Claim"), attached hereto as Exhibit A, using the Debtor's customized proof of claim form (the "Proof of Claim Form"), attached hereto as Exhibit B, in accordance with the instructions set forth on the second page thereof. Because such instructions indicated that the Proof of Claim had to be sent to a post office box, see page 2 of the Proof of Claim Form, I mistakenly believed that my only option was to use the United States Postal Service ("USPS"), which is the only carrier that offers the delivery service to post office boxes. Ordinarily, Symphony uses United Parcel Service or Federal Express for overnight delivery, and I would have used one of those carriers if I thought it possible.

5. On September 21, 2009 at 2:23 p.m., I mailed the Proof of Claim from San Francisco via USPS Overnight Express Mail to Epiq Bankruptcy Solutions LLC, the Debtor's claims agent, at the only address provided on the Proof of Claim Form: FDR Station, P.O. Box

5076, New York, NY 10150-5076. See USPS postal confirmation (the “USPS Order Confirmation”), attached hereto as Exhibit C.

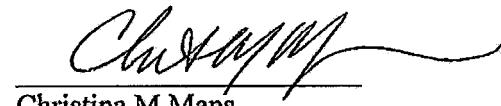
6. As indicated on the USPS Order Confirmation, the Proof of Claim was to be delivered by 12 noon on the next day, i.e., September 22, 2009, which would have been on the Bar Date before the 5 p.m. deadline set forth in the Bar Date Order. USPS guaranteed overnight delivery for packages sent via Overnight Express Mail, the USPS’ fastest service for time-sensitive letters. See United States Post Office, <http://www.usps.com/shipping/expressmail.htm> (last visited Oct. 11, 2010).

7. Despite the guarantee, I received the delivery confirmation (the “USPS Delivery Confirmation”), attached hereto as Exhibit D, showing that the documents were delivered to Epiq on September 23, 2009 at 11:27 a.m., nearly 24 hours after the guaranteed delivery time and approximately 18.5 hours after the deadline for timely filing under the Bar Date Order.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 13, 2010, in San Francisco, California.



Christina M Mans

Controller
Symphony Asset Management LLC

EXHIBIT A

Proofs of Claim



555 California Street
Suite 2975
San Francisco, CA 94104-1503
TEL 415.676.4000
FAX 415.676.2480
www.symphonyasset.com

September 21, 2009

Claims Agent
Lehman Brothers Holdings Claims Processing
c/o Eqip Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150-5076

Re: Case No. 08-13555

Dear Sir or Madam,

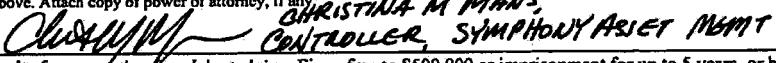
Enclosed are the proof of claim forms for the following four (4) claimants:

Adagio Fund
Andante Fund, L.P.
Encore Fund, L.P.
Fortissimo Fund

We respectfully request a date-stamped copy of these filings back for our records. Copies of the proof of claim form and self-addressed stamped envelopes have been provided for this purpose.

Sincerely,

Christina Mans
Controller

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000034458	
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor 08-13555		
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)</p>			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Adagio Fund c/o Symphony Asset Management LLC 555 California Street, Suite 2975 San Francisco, CA 94104-1503		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	THIS SPACE IS FOR COURT USE ONLY
Telephone number: 415-676-4000 Email Address: christine.mans@symphonyasset.com		Court Claim Number: _____ <i>(If known)</i> Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<p>1. Amount of Claim as of Date Case Filed: \$ 57,383,402.81 (See Annex A) If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.*</p> <p>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</p> <p><input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarantee.</p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p> <p>Amount entitled to priority:</p> <p>s See Annex A</p>	
<p>2. Basis for Claim: LBLI as guarantor of LBI(E) (See Annex A) (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: 1100 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)</p> <p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>See Annex A</u> Value of Property: \$ _____ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>		<p>FOR COURT USE ONLY</p> <p>FILED / RECEIVED</p> <p>SEP 23 2009</p> <p>EPIQ BANKRUPTCY SOLUTIONS, LLC</p>	
<p>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ 0 (See instruction #6 on reverse side.)</p> <p>7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:</p>			
Date: 09/18/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  CHRISTINA M. MANS, CONTROLLER, SYMPHONY ASSET MGMT		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

ANNEX A

Account name: Adagio Fund
Account number: 05601100

1. Amount of Claim as of Date Case Filed	
Net position as of 9/15/08 (USD):	\$ 57,383,402.81
Total amount of claim and credit interest as of 9/15/08:	\$ 57,383,402.81

Plus: interest subsequently accrued and accruing thereafter on a compound basis in accordance with paragraphs 10.7 and 15 of the ISLA Global Master Securities Lending Agreement dated 10 November 2004 between Adagio Fund and LBI(E) (the "GMSLA"). See also Statement of Interest attached hereto and summary of Obligor Contractual Agreements below. As of September 16, 2009, accrued unpaid interest was:

631,750.95

Plus: Adagio Fund claims all reasonable legal and other professional expenses incurred and to be incurred in connection with or as a consequence of an Event of Default in accordance with paragraph 10.7 of the GMSLA. Since September 15, 2008, legal expenses invoiced are:

78,691.83 *

Adagio Fund reserves the right to apply interest to expenses in accordance with the GMSLA.

**Legal expenses have been allocated among four (4) claimants. This amount represents expenses allocated to Adagio Fund.*

Amount of claim as of September 16, 2009, at least **\$ 58,093,845.59**

2. Summary of guarantor agreements and obligor contractual agreements

Guarantor Agreements

Unanimous Written Consent of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005.

Guarantee of Lehman Brothers Holdings Inc. dated January 4, 2008

Obligor Contractual Agreements

International Prime Brokerage Agreement dated 15 April 2004 between Adagio Fund, Symphony Asset Management LLC and LBI(E)

Customer Account Agreement Prime Brokerage dated 15 April 2004 between Adagio Fund and Lehman Brothers Inc together with other Lehman entities (including LBI(E))

Margin Lending Agreement dated 8 November 2004 between Adagio Fund and LBI(E)

ISLA Global Master Securities Lending Agreement (May 2000 version) dated 10 November 2004 between Adagio Fund and LBI(E)

QPAM Representation Agreement dated 15 February 2005 between Symphony Asset Management LLC, Lehman Brothers Inc and LBI(E)

Notice dated 30 April 2007 setting forth agreed upon financing rates for Symphony Asset Management's prime brokerage accounts effective 1 May, 2007.

3. Credit and Setoffs

The Claim is not subject to any setoffs, defenses or counterclaims by the Debtor or any of its affiliates.

4. Security Interests and Priority Status

The Claim is filed (i) as a secured claim to the extent of the value of any right of setoff by the Claimant and (ii) as a general unsecured claim to the extent of the remaining amount of the Claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to priority under Sections 503 and 507 of the Bankruptcy Code.

5. Reservation of Rights

The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of any right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination or recharacterization, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; or (f) an election of remedies which waives or otherwise affects any other remedy.

6. Amendments

The Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

7. Supporting documents

Supporting documents will be uploaded to the website of the Debtor's claims agent as specified by Order of this Court, dated July 2, 2009, in the procedures for submitting a claim based on amounts owed pursuant to any Guarantee.

Statement of Interest

Account name: Adagio Fund
Account number: 05601100

Total amount of claim and credit interest as of 9/15/08: \$57,383,402.81
Rate: 1-Month LIBOR

Date	Interest	Balance (USD)	Rate
9/15/2008	\$ 3,979.99	\$ 57,387,382.80	2.49688%
9/16/2008	3,980.26	57,391,363.06	2.49688%
9/17/2008	3,980.54	57,395,343.59	2.49688%
9/18/2008	3,980.81	57,399,324.41	2.49688%
9/19/2008	3,981.09	57,403,305.50	2.49688%
9/20/2008	3,981.37	57,407,286.86	2.49688%
9/21/2008	3,981.64	57,411,268.50	2.49688%
9/22/2008	3,981.92	57,415,250.42	2.49688%
9/23/2008	3,982.19	57,419,232.62	2.49688%
9/24/2008	3,982.47	57,423,215.09	2.49688%
9/25/2008	3,982.75	57,427,197.83	2.49688%
9/26/2008	3,983.02	57,431,180.86	2.49688%
9/27/2008	3,983.30	57,435,164.16	2.49688%
9/28/2008	3,983.58	57,439,147.73	2.49688%
9/29/2008	3,983.85	57,443,131.58	2.49688%
9/30/2008	3,984.13	57,447,115.71	2.49688%
10/1/2008	6,387.00	57,453,502.71	4.00250%
10/2/2008	6,387.71	57,459,890.43	4.00250%
10/3/2008	6,388.42	57,466,278.85	4.00250%
10/4/2008	6,389.13	57,472,667.98	4.00250%
10/5/2008	6,389.84	57,479,057.82	4.00250%
10/6/2008	6,390.55	57,485,448.38	4.00250%
10/7/2008	6,391.26	57,491,839.64	4.00250%
10/8/2008	6,391.97	57,498,231.62	4.00250%
10/9/2008	6,392.69	57,504,624.30	4.00250%
10/10/2008	6,393.40	57,511,017.70	4.00250%
10/11/2008	6,394.11	57,517,411.80	4.00250%
10/12/2008	6,394.82	57,523,806.62	4.00250%
10/13/2008	6,395.53	57,530,202.15	4.00250%
10/14/2008	6,396.24	57,536,598.39	4.00250%
10/15/2008	6,396.95	57,542,995.34	4.00250%
10/16/2008	6,397.66	57,549,393.00	4.00250%
10/17/2008	6,398.37	57,555,791.38	4.00250%
10/18/2008	6,399.08	57,562,190.46	4.00250%
10/19/2008	6,399.80	57,568,590.26	4.00250%
10/20/2008	6,400.51	57,574,990.77	4.00250%
10/21/2008	6,401.22	57,581,391.99	4.00250%
10/22/2008	6,401.93	57,587,793.92	4.00250%
10/23/2008	6,402.64	57,594,196.56	4.00250%
10/24/2008	6,403.35	57,600,599.91	4.00250%
10/25/2008	6,404.07	57,607,003.98	4.00250%
10/26/2008	6,404.78	57,613,408.76	4.00250%
10/27/2008	6,405.49	57,619,814.25	4.00250%
10/28/2008	6,406.20	57,626,220.45	4.00250%
10/29/2008	6,406.92	57,632,627.37	4.00250%
10/30/2008	6,407.63	57,639,035.00	4.00250%
10/31/2008	6,408.34	57,645,443.34	4.00250%
11/1/2008	3,774.98	57,649,218.31	2.35750%

Date	Interest	Balance (USD)	Rate
11/2/2008	3,775.22	57,652,993.54	2.35750%
11/3/2008	3,775.47	57,656,769.01	2.35750%
11/4/2008	3,775.72	57,660,544.72	2.35750%
11/5/2008	3,775.96	57,664,320.69	2.35750%
11/6/2008	3,776.21	57,668,096.90	2.35750%
11/7/2008	3,776.46	57,671,873.36	2.35750%
11/8/2008	3,776.71	57,675,650.07	2.35750%
11/9/2008	3,776.95	57,679,427.02	2.35750%
11/10/2008	3,777.20	57,683,204.22	2.35750%
11/11/2008	3,777.45	57,686,981.67	2.35750%
11/12/2008	3,777.70	57,690,759.37	2.35750%
11/13/2008	3,777.94	57,694,537.31	2.35750%
11/14/2008	3,778.19	57,698,315.50	2.35750%
11/15/2008	3,778.44	57,702,093.94	2.35750%
11/16/2008	3,778.69	57,705,872.63	2.35750%
11/17/2008	3,778.93	57,709,651.56	2.35750%
11/18/2008	3,779.18	57,713,430.74	2.35750%
11/19/2008	3,779.43	57,717,210.17	2.35750%
11/20/2008	3,779.68	57,720,989.84	2.35750%
11/21/2008	3,779.92	57,724,769.77	2.35750%
11/22/2008	3,780.17	57,728,549.94	2.35750%
11/23/2008	3,780.42	57,732,330.35	2.35750%
11/24/2008	3,780.67	57,736,111.02	2.35750%
11/25/2008	3,780.91	57,739,891.93	2.35750%
11/26/2008	3,781.16	57,743,673.10	2.35750%
11/27/2008	3,781.41	57,747,454.50	2.35750%
11/28/2008	3,781.66	57,751,236.16	2.35750%
11/29/2008	3,781.90	57,755,018.06	2.35750%
11/30/2008	3,782.15	57,758,800.22	2.35750%
12/1/2008	3,066.43	57,761,866.65	1.91125%
12/2/2008	3,066.59	57,764,933.24	1.91125%
12/3/2008	3,066.76	57,768,000.00	1.91125%
12/4/2008	3,066.92	57,771,066.92	1.91125%
12/5/2008	3,067.08	57,774,134.00	1.91125%
12/6/2008	3,067.24	57,777,201.24	1.91125%
12/7/2008	3,067.41	57,780,268.65	1.91125%
12/8/2008	3,067.57	57,783,336.22	1.91125%
12/9/2008	3,067.73	57,786,403.95	1.91125%
12/10/2008	3,067.90	57,789,471.85	1.91125%
12/11/2008	3,068.06	57,792,539.91	1.91125%
12/12/2008	3,068.22	57,795,608.13	1.91125%
12/13/2008	3,068.38	57,798,676.52	1.91125%
12/14/2008	3,068.55	57,801,745.06	1.91125%
12/15/2008	3,068.71	57,804,813.77	1.91125%
12/16/2008	3,068.87	57,807,882.65	1.91125%
12/17/2008	3,069.04	57,810,951.68	1.91125%
12/18/2008	3,069.20	57,814,020.88	1.91125%
12/19/2008	3,069.36	57,817,090.25	1.91125%
12/20/2008	3,069.53	57,820,159.77	1.91125%
12/21/2008	3,069.69	57,823,229.46	1.91125%
12/22/2008	3,069.85	57,826,299.31	1.91125%
12/23/2008	3,070.01	57,829,369.33	1.91125%
12/24/2008	3,070.18	57,832,439.50	1.91125%
12/25/2008	3,070.34	57,835,509.84	1.91125%
12/26/2008	3,070.50	57,838,580.35	1.91125%

Date	Interest	Balance (USD)	Rate
12/27/2008	3,070.67	57,841,651.01	1.91125%
12/28/2008	3,070.83	57,844,721.84	1.91125%
12/29/2008	3,070.99	57,847,792.83	1.91125%
12/30/2008	3,071.16	57,850,863.99	1.91125%
12/31/2008	3,071.32	57,853,935.31	1.91125%
1/1/2009	691.03	57,854,626.34	0.43000%
1/2/2009	691.04	57,855,317.38	0.43000%
1/3/2009	691.05	57,856,008.43	0.43000%
1/4/2009	691.06	57,856,699.49	0.43000%
1/5/2009	691.07	57,857,390.56	0.43000%
1/6/2009	691.07	57,858,081.63	0.43000%
1/7/2009	691.08	57,858,772.71	0.43000%
1/8/2009	691.09	57,859,463.80	0.43000%
1/9/2009	691.10	57,860,154.90	0.43000%
1/10/2009	691.11	57,860,846.01	0.43000%
1/11/2009	691.12	57,861,537.13	0.43000%
1/12/2009	691.12	57,862,228.25	0.43000%
1/13/2009	691.13	57,862,919.38	0.43000%
1/14/2009	691.14	57,863,610.52	0.43000%
1/15/2009	691.15	57,864,301.67	0.43000%
1/16/2009	691.16	57,864,992.83	0.43000%
1/17/2009	691.17	57,865,683.99	0.43000%
1/18/2009	691.17	57,866,375.17	0.43000%
1/19/2009	691.18	57,867,066.35	0.43000%
1/20/2009	691.19	57,867,757.54	0.43000%
1/21/2009	691.20	57,868,448.74	0.43000%
1/22/2009	691.21	57,869,139.94	0.43000%
1/23/2009	691.21	57,869,831.16	0.43000%
1/24/2009	691.22	57,870,522.38	0.43000%
1/25/2009	691.23	57,871,213.61	0.43000%
1/26/2009	691.24	57,871,904.85	0.43000%
1/27/2009	691.25	57,872,596.10	0.43000%
1/28/2009	691.26	57,873,287.36	0.43000%
1/29/2009	691.26	57,873,978.62	0.43000%
1/30/2009	691.27	57,874,669.89	0.43000%
1/31/2009	691.28	57,875,361.17	0.43000%
2/1/2009	703.35	57,876,064.52	0.43750%
2/2/2009	703.35	57,876,767.87	0.43750%
2/3/2009	703.36	57,877,471.24	0.43750%
2/4/2009	703.37	57,878,174.61	0.43750%
2/5/2009	703.38	57,878,877.99	0.43750%
2/6/2009	703.39	57,879,581.38	0.43750%
2/7/2009	703.40	57,880,284.78	0.43750%
2/8/2009	703.41	57,880,988.18	0.43750%
2/9/2009	703.41	57,881,691.60	0.43750%
2/10/2009	703.42	57,882,395.02	0.43750%
2/11/2009	703.43	57,883,098.45	0.43750%
2/12/2009	703.44	57,883,801.89	0.43750%
2/13/2009	703.45	57,884,505.34	0.43750%
2/14/2009	703.46	57,885,208.80	0.43750%
2/15/2009	703.47	57,885,912.27	0.43750%
2/16/2009	703.47	57,886,615.74	0.43750%
2/17/2009	703.48	57,887,319.22	0.43750%
2/18/2009	703.49	57,888,022.72	0.43750%
2/19/2009	703.50	57,888,726.22	0.43750%

Date	Interest	Balance (USD)	Rate
2/20/2009	703.51	57,889,429.73	0.43750%
2/21/2009	703.52	57,890,133.24	0.43750%
2/22/2009	703.53	57,890,836.77	0.43750%
2/23/2009	703.53	57,891,540.30	0.43750%
2/24/2009	703.54	57,892,243.85	0.43750%
2/25/2009	703.55	57,892,947.40	0.43750%
2/26/2009	703.56	57,893,650.96	0.43750%
2/27/2009	703.57	57,894,354.53	0.43750%
2/28/2009	703.58	57,895,058.10	0.43750%
3/1/2009	800.08	57,895,858.18	0.49750%
3/2/2009	800.09	57,896,658.27	0.49750%
3/3/2009	800.10	57,897,458.37	0.49750%
3/4/2009	800.11	57,898,258.48	0.49750%
3/5/2009	800.12	57,899,058.60	0.49750%
3/6/2009	800.13	57,899,858.74	0.49750%
3/7/2009	800.14	57,900,658.88	0.49750%
3/8/2009	800.15	57,901,459.03	0.49750%
3/9/2009	800.17	57,902,259.20	0.49750%
3/10/2009	800.18	57,903,059.38	0.49750%
3/11/2009	800.19	57,903,859.57	0.49750%
3/12/2009	800.20	57,904,659.76	0.49750%
3/13/2009	800.21	57,905,459.97	0.49750%
3/14/2009	800.22	57,906,260.20	0.49750%
3/15/2009	800.23	57,907,060.43	0.49750%
3/16/2009	800.24	57,907,860.67	0.49750%
3/17/2009	800.25	57,908,660.93	0.49750%
3/18/2009	800.27	57,909,461.19	0.49750%
3/19/2009	800.28	57,910,261.47	0.49750%
3/20/2009	800.29	57,911,061.76	0.49750%
3/21/2009	800.30	57,911,862.05	0.49750%
3/22/2009	800.31	57,912,662.36	0.49750%
3/23/2009	800.32	57,913,462.69	0.49750%
3/24/2009	800.33	57,914,263.02	0.49750%
3/25/2009	800.34	57,915,063.36	0.49750%
3/26/2009	800.35	57,915,863.71	0.49750%
3/27/2009	800.37	57,916,664.08	0.49750%
3/28/2009	800.38	57,917,464.46	0.49750%
3/29/2009	800.39	57,918,264.84	0.49750%
3/30/2009	800.40	57,919,065.24	0.49750%
3/31/2009	800.41	57,919,865.65	0.49750%
4/1/2009	796.40	57,920,662.05	0.49500%
4/2/2009	796.41	57,921,458.46	0.49500%
4/3/2009	796.42	57,922,254.88	0.49500%
4/4/2009	796.43	57,923,051.31	0.49500%
4/5/2009	796.44	57,923,847.75	0.49500%
4/6/2009	796.45	57,924,644.20	0.49500%
4/7/2009	796.46	57,925,440.67	0.49500%
4/8/2009	796.47	57,926,237.14	0.49500%
4/9/2009	796.49	57,927,033.63	0.49500%
4/10/2009	796.50	57,927,830.12	0.49500%
4/11/2009	796.51	57,928,626.63	0.49500%
4/12/2009	796.52	57,929,423.15	0.49500%
4/13/2009	796.53	57,930,219.68	0.49500%
4/14/2009	796.54	57,931,016.22	0.49500%
4/15/2009	796.55	57,931,812.77	0.49500%

Date	Interest	Balance (USD)	Rate
4/16/2009	796.56	57,932,609.33	0.49500%
4/17/2009	796.57	57,933,405.91	0.49500%
4/18/2009	796.58	57,934,202.49	0.49500%
4/19/2009	796.60	57,934,999.09	0.49500%
4/20/2009	796.61	57,935,795.69	0.49500%
4/21/2009	796.62	57,936,592.31	0.49500%
4/22/2009	796.63	57,937,388.94	0.49500%
4/23/2009	796.64	57,938,185.58	0.49500%
4/24/2009	796.65	57,938,982.23	0.49500%
4/25/2009	796.66	57,939,778.89	0.49500%
4/26/2009	796.67	57,940,575.56	0.49500%
4/27/2009	796.68	57,941,372.24	0.49500%
4/28/2009	796.69	57,942,168.94	0.49500%
4/29/2009	796.70	57,942,965.64	0.49500%
4/30/2009	796.72	57,943,762.36	0.49500%
5/1/2009	666.96	57,944,429.32	0.41438%
5/2/2009	666.97	57,945,096.30	0.41438%
5/3/2009	666.98	57,945,763.28	0.41438%
5/4/2009	666.99	57,946,430.26	0.41438%
5/5/2009	667.00	57,947,097.26	0.41438%
5/6/2009	667.00	57,947,764.26	0.41438%
5/7/2009	667.01	57,948,431.27	0.41438%
5/8/2009	667.02	57,949,098.29	0.41438%
5/9/2009	667.03	57,949,765.32	0.41438%
5/10/2009	667.03	57,950,432.35	0.41438%
5/11/2009	667.04	57,951,099.39	0.41438%
5/12/2009	667.05	57,951,766.44	0.41438%
5/13/2009	667.06	57,952,433.50	0.41438%
5/14/2009	667.06	57,953,100.57	0.41438%
5/15/2009	667.07	57,953,767.64	0.41438%
5/16/2009	667.08	57,954,434.72	0.41438%
5/17/2009	667.09	57,955,101.81	0.41438%
5/18/2009	667.10	57,955,768.90	0.41438%
5/19/2009	667.10	57,956,436.00	0.41438%
5/20/2009	667.11	57,957,103.12	0.41438%
5/21/2009	667.12	57,957,770.23	0.41438%
5/22/2009	667.13	57,958,437.36	0.41438%
5/23/2009	667.13	57,959,104.49	0.41438%
5/24/2009	667.14	57,959,771.63	0.41438%
5/25/2009	667.15	57,960,438.78	0.41438%
5/26/2009	667.16	57,961,105.94	0.41438%
5/27/2009	667.16	57,961,773.11	0.41438%
5/28/2009	667.17	57,962,440.28	0.41438%
5/29/2009	667.18	57,963,107.46	0.41438%
5/30/2009	667.19	57,963,774.65	0.41438%
5/31/2009	667.20	57,964,441.84	0.41438%
6/1/2009	515.24	57,964,957.08	0.32000%
6/2/2009	515.24	57,965,472.32	0.32000%
6/3/2009	515.25	57,965,987.57	0.32000%
6/4/2009	515.25	57,966,502.83	0.32000%
6/5/2009	515.26	57,967,018.08	0.32000%
6/6/2009	515.26	57,967,533.35	0.32000%
6/7/2009	515.27	57,968,048.61	0.32000%
6/8/2009	515.27	57,968,563.88	0.32000%
6/9/2009	515.28	57,969,079.16	0.32000%

Date	Interest	Balance (USD)	Rate
6/10/2009	515.28	57,969,594.44	0.32000%
6/11/2009	515.29	57,970,109.73	0.32000%
6/12/2009	515.29	57,970,625.02	0.32000%
6/13/2009	515.29	57,971,140.31	0.32000%
6/14/2009	515.30	57,971,655.61	0.32000%
6/15/2009	515.30	57,972,170.91	0.32000%
6/16/2009	515.31	57,972,686.22	0.32000%
6/17/2009	515.31	57,973,201.53	0.32000%
6/18/2009	515.32	57,973,716.85	0.32000%
6/19/2009	515.32	57,974,232.17	0.32000%
6/20/2009	515.33	57,974,747.50	0.32000%
6/21/2009	515.33	57,975,262.83	0.32000%
6/22/2009	515.34	57,975,778.17	0.32000%
6/23/2009	515.34	57,976,293.51	0.32000%
6/24/2009	515.34	57,976,808.85	0.32000%
6/25/2009	515.35	57,977,324.20	0.32000%
6/26/2009	515.35	57,977,839.56	0.32000%
6/27/2009	515.36	57,978,354.91	0.32000%
6/28/2009	515.36	57,978,870.28	0.32000%
6/29/2009	515.37	57,979,385.65	0.32000%
6/30/2009	515.37	57,979,901.02	0.32000%
7/1/2009	493.23	57,980,394.25	0.30625%
7/2/2009	493.24	57,980,887.49	0.30625%
7/3/2009	493.24	57,981,380.73	0.30625%
7/4/2009	493.24	57,981,873.97	0.30625%
7/5/2009	493.25	57,982,367.22	0.30625%
7/6/2009	493.25	57,982,860.47	0.30625%
7/7/2009	493.26	57,983,353.73	0.30625%
7/8/2009	493.26	57,983,846.99	0.30625%
7/9/2009	493.27	57,984,340.25	0.30625%
7/10/2009	493.27	57,984,833.52	0.30625%
7/11/2009	493.27	57,985,326.80	0.30625%
7/12/2009	493.28	57,985,820.08	0.30625%
7/13/2009	493.28	57,986,313.36	0.30625%
7/14/2009	493.29	57,986,806.64	0.30625%
7/15/2009	493.29	57,987,299.93	0.30625%
7/16/2009	493.29	57,987,793.23	0.30625%
7/17/2009	493.30	57,988,286.53	0.30625%
7/18/2009	493.30	57,988,779.83	0.30625%
7/19/2009	493.31	57,989,273.14	0.30625%
7/20/2009	493.31	57,989,766.45	0.30625%
7/21/2009	493.32	57,990,259.77	0.30625%
7/22/2009	493.32	57,990,753.09	0.30625%
7/23/2009	493.32	57,991,246.41	0.30625%
7/24/2009	493.33	57,991,739.74	0.30625%
7/25/2009	493.33	57,992,233.07	0.30625%
7/26/2009	493.34	57,992,726.41	0.30625%
7/27/2009	493.34	57,993,219.75	0.30625%
7/28/2009	493.35	57,993,713.09	0.30625%
7/29/2009	493.35	57,994,206.44	0.30625%
7/30/2009	493.35	57,994,699.80	0.30625%
7/31/2009	493.36	57,995,193.15	0.30625%
8/1/2009	444.03	57,995,637.19	0.27563%
8/2/2009	444.04	57,996,081.23	0.27563%
8/3/2009	444.04	57,996,525.27	0.27563%

Date	Interest	Balance (USD)	Rate
8/4/2009	444.04	57,996,969.31	0.27563%
8/5/2009	444.05	57,997,413.36	0.27563%
8/6/2009	444.05	57,997,857.41	0.27563%
8/7/2009	444.05	57,998,301.46	0.27563%
8/8/2009	444.06	57,998,745.52	0.27563%
8/9/2009	444.06	57,999,189.58	0.27563%
8/10/2009	444.06	57,999,633.64	0.27563%
8/11/2009	444.07	58,000,077.71	0.27563%
8/12/2009	444.07	58,000,521.78	0.27563%
8/13/2009	444.07	58,000,965.86	0.27563%
8/14/2009	444.08	58,001,409.94	0.27563%
8/15/2009	444.08	58,001,854.02	0.27563%
8/16/2009	444.08	58,002,298.10	0.27563%
8/17/2009	444.09	58,002,742.19	0.27563%
8/18/2009	444.09	58,003,186.28	0.27563%
8/19/2009	444.09	58,003,630.38	0.27563%
8/20/2009	444.10	58,004,074.48	0.27563%
8/21/2009	444.10	58,004,518.58	0.27563%
8/22/2009	444.11	58,004,962.68	0.27563%
8/23/2009	444.11	58,005,406.79	0.27563%
8/24/2009	444.11	58,005,850.90	0.27563%
8/25/2009	444.12	58,006,295.02	0.27563%
8/26/2009	444.12	58,006,739.14	0.27563%
8/27/2009	444.12	58,007,183.26	0.27563%
8/28/2009	444.13	58,007,627.38	0.27563%
8/29/2009	444.13	58,008,071.51	0.27563%
8/30/2009	444.13	58,008,515.65	0.27563%
8/31/2009	444.14	58,008,959.78	0.27563%
9/1/2009	412.91	58,009,372.69	0.25625%
9/2/2009	412.91	58,009,785.61	0.25625%
9/3/2009	412.92	58,010,198.52	0.25625%
9/4/2009	412.92	58,010,611.44	0.25625%
9/5/2009	412.92	58,011,024.37	0.25625%
9/6/2009	412.93	58,011,437.29	0.25625%
9/7/2009	412.93	58,011,850.22	0.25625%
9/8/2009	412.93	58,012,263.15	0.25625%
9/9/2009	412.93	58,012,676.09	0.25625%
9/10/2009	412.94	58,013,089.02	0.25625%
9/11/2009	412.94	58,013,501.96	0.25625%
9/12/2009	412.94	58,013,914.91	0.25625%
9/13/2009	412.95	58,014,327.85	0.25625%
9/14/2009	412.95	58,014,740.80	0.25625%
9/15/2009	412.95	58,015,153.76	0.25625%

Total Interest \$ 631,750.95

LIBOR RATES

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Range **9/15/08** to **9/22/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F		8/14	.27250	F	.28500
T		8/13	.27281	T	.28500
W 9/ 2 L	.25438	8/12	.27406	W	.28500
T 9/ 1	.25625	8/11	.27450	T	.28500
M 8/31		8/10	.27500	M	.28625
F 8/28	.25875	F 8/ 7	.27563	F 7/17	.28625
T 8/27	.26125	T 8/ 6	.27563	T 7/16	.28875
W 8/26	.26063	W 8/ 5	.27563	W 7/15	.28750
T 8/25	.26281	T 8/ 4	.27563	T 7/14	.28750
M 8/24	.26438	M 8/ 3	.27563	M 7/13	.28813
F 8/21	.26563	F 7/31	.27938	F 7/10	.29250
T 8/20	.26750	T 7/30	.28063	T 7/ 9	.29625
W 8/19	.26875	W 7/29	.28500	W 7/ 8	.30000
T 8/18	.27250	T 7/28	.28500	T 7/ 7	.30188
M 8/17	.27875	M 7/27	.28750	M 7/ 6	.30188

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Range **9/15/08** to **9/22/09** Period Daily HI 4.58750 ON 10/10/08
 AVE 1.00562
 LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 7/ 3	.30125	F 6/12	.31813	F 5/22	.31313
T 7/ 2	.30438	T 6/11	.31938	T 5/21	.30875
W 7/ 1	.30625	W 6/10	.32063	W 5/20	.30813
T 6/30	.30875	T 6/ 9	.32125	T 5/19	.30938
M 6/29	.30875	M 6/ 8	.32313	M 5/18	.31625
F 6/26	.31000	F 6/ 5	.32063	F 5/15	.32813
T 6/25	.30750	T 6/ 4	.31750	T 5/14	.33500
W 6/24	.31125	W 6/ 3	.31875	W 5/13	.34438
T 6/23	.31375	T 6/ 2	.32000	T 5/12	.34875
M 6/22	.31500	M 6/ 1	.32000	M 5/11	.35375
F 6/19	.31688	F 5/29	.31625	F 5/ 8	.36750
T 6/18	.31500	T 5/28	.32000	T 5/ 7	.38188
W 6/17	.31313	W 5/27	.31875	W 5/ 6	.39500
T 6/16	.31813	T 5/26	.31625	T 5/ 5	.40125
M 6/15	.31875	M 5/25		M 5/ 4	

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Range **9/15/08** to **9/ 2/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 5/ 1	.41438	F 4/10		F 3/20	.52188
T 4/30	.41125	T 4/ 9	.45125	T 3/19	.52313
W 4/29	.41813	W 4/ 8	.46000	W 3/18	.54500
T 4/28	.42750	T 4/ 7	.46938	T 3/17	.55625
M 4/27	.43250	M 4/ 6	.47563	M 3/16	.55563
F 4/24	.43500	F 4/ 3	.47813	F 3/13	.55563
T 4/23	.43750	T 4/ 2	.48938	T 3/12	.55625
W 4/22	.44000	W 4/ 1	.49500	W 3/11	.55688
T 4/21	.44125	T 3/31	.50063	T 3/10	.56438
M 4/20	.44250	M 3/30	.50875	M 3/ 9	.56438
F 4/17	.44750	F 3/27	.51813	F 3/ 6	.54625
T 4/16	.44688	T 3/26	.52250	T 3/ 5	.53313
W 4/15	.44813	W 3/25	.52000	W 3/ 4	.51813
T 4/14	.45250	T 3/24	.52094	T 3/ 3	.50750
M 4/13		M 3/23	.52188	M 3/ 2	.49750

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Range 9/15/08 to 9/2/09 Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 2/27	.49625	F 2/ 6	.44875	F 1/16	.35938
T 2/26	.49688	T 2/ 5	.44750	T 1/15	.33375
W 2/25	.47875	W 2/ 4	.44500	W 1/14	.32875
T 2/24	.47688	T 2/ 3	.44500	T 1/13	.33313
M 2/23	.47375	M 2/ 2	.43750	M 1/12	.34250
F 2/20	.47250	F 1/30	.41938	F 1/ 9	.36625
T 2/19	.47313	T 1/29	.41250	T 1/ 8	.38625
W 2/18	.47000	W 1/28	.40938	W 1/ 7	.40625
T 2/17	.46625	T 1/27	.41125	T 1/ 6	.42063
M 2/16	.46500	M 1/26	.40875	M 1/ 5	.42875
F 2/13	.46125	F 1/23	.40125	F 1/ 2	.43000
T 2/12	.45500	T 1/22	.38938	T 1/ 1	
W 2/11	.45250	W 1/21	.35625	W 12/31	.43625
T 2/10	.44688	T 1/20	.35250	T 12/30	.44750
M 2/ 9	.44688	M 1/19	.35500	M 12/29	.46125

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Range 9/15/08 to 9/22/09 Period Daily HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 12/26		F 12/ 5	1.86750	F 11/14	1.47750
T 12/25		T 12/ 4	1.87625	T 11/13	1.42250
W 12/24	.47125	W 12/ 3	1.89000	W 11/12	1.40875
T 12/23	.47125	T 12/ 2	1.89875	T 11/11	1.47750
M 12/22	.46125	M 12/ 1	1.91125	M 11/10	1.53875
F 12/19	.47375	F 11/28	1.90125	F 11/ 7	1.62250
T 12/18	.50750	T 11/27	1.90000	T 11/ 6	1.76750
W 12/17	.58125	W 11/26	1.43125	W 11/ 5	1.95625
T 12/16	.88375	T 11/25	1.43625	T 11/ 4	2.17750
M 12/15	.96125	M 11/24	1.41125	M 11/ 3	2.35750
F 12/12	1.04000	F 11/21	1.39500	F 10/31	2.58125
T 12/11	1.19500	T 11/20	1.39875	T 10/30	2.85000
W 12/10	1.43875	W 11/19	1.41375	W 10/29	3.11750
T 12/ 9	1.63500	T 11/18	1.45250	T 10/28	3.17125
M 12/ 8	1.82500	M 11/17	1.47375	M 10/27	3.21875

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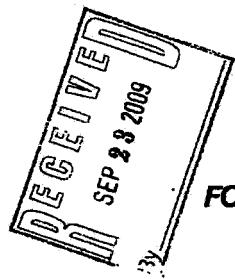
Range **9/1/03** to **9/2/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.06372
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 10/24	3.24000	F 10/ 3	4.11000	F 9/12	2.48813
T 10/23	3.25875	T 10/ 2	4.04500	T 9/11	2.48750
W 10/22	3.27500	W 10/ 1	4.00250	W 9/10	2.48688
T 10/21	3.52750	T 9/30	3.92625	T 9/ 9	2.48875
M 10/20	3.75125	M 9/29	3.72000	M 9/ 8	2.48813
F 10/17	4.18125	F 9/26	3.70375	F 9/ 5	2.48688
T 10/16	4.27750	T 9/25	3.70875	T 9/ 4	2.48688
W 10/15	4.35875	W 9/24	3.42875	W 9/ 3	2.48750
T 10/14	4.46875	T 9/23	3.20688	T 9/ 2	2.48563
M 10/13	4.56000	M 9/22	3.17625	M 9/ 1	2.48563
F 10/10 H	4.58750	F 9/19	3.19000		
T 10/ 9	4.51250	T 9/18	3.18750		
W 10/ 8	4.29375	W 9/17	3.03000		
T 10/ 7	4.14000	T 9/16	2.74750		
M 10/ 6	4.09250	M 9/15	2.49688		

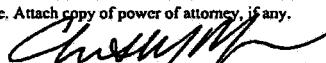
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Date In: Mon 09 Day <input checked="" type="checkbox"/> Year <input type="checkbox"/> Time <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<input checked="" type="checkbox"/> Next <input type="checkbox"/> Second <input type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM
Day of Delivery: <input checked="" type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Additional Insurance Fee \$0.00
Run <input type="checkbox"/> Rec'd <input type="checkbox"/>	

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Case No. of Debtor 08-13555	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000034461	
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)</p>			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Andante Fund, L.P. c/o Symphony Asset Management LLC 555 California Street, Suite 2975 San Francisco, CA 94104-1503		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	THIS SPACE IS FOR COURT USE ONLY
Telephone number: 415-676-4000 Email Address: christina.mans@symphonyasset.com		Court Claim Number: _____ <i>(If known)</i> Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<p>1. Amount of Claim as of Date Case Filed: \$ 14,582,093.45 (See Annex A)</p> <p>If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.</p> <p>If all or part of your claim is entitled to priority, complete Item 5.</p> <p>If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.</p> <p><input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.*</p> <p>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</p> <p><input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarantee.</p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p>	
<p>2. Basis for Claim: LBL as guarantor of LBI(E) (See Annex A). (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: 1101</p> <p>3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)</p> <p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other</p> <p>Describe: See Annex A</p> <p>Value of Property: \$ _____ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>		<p>Amount entitled to priority:</p> <p>s See Annex A</p>	
<p>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ 0 (See instruction #6 on reverse side.)</p> <p>7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:</p>		FOR COURT USE ONLY	
Date: 09/18/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  CHRISTINA M. MANS, CONTROLLER, SYMPHONY ASSET MANAGEMENT <input type="checkbox"/> FILED / RECEIVED <div style="border: 1px solid black; padding: 5px; text-align: center;">SEP 23 2009</div> EPIQ BANKRUPTCY SOLUTIONS, LLC		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

ANNEX A

Account name: Andante Fund, L.P.
Account number: '05601101

1. Amount of Claim as of Date Case Filed

Net position as of 9/15/08 (USD):	\$ 14,581,957.70
Credit Interest due through 9/14/08 per Lehman Cash Interest Summary:	<u>135.75</u>
Total amount of claim and credit interest as of 9/15/08:	<u>\$ 14,582,093.45</u>

Plus: interest subsequently accrued and accruing thereafter on a compound basis in accordance with paragraphs 10.7 and 15 of the ISLA Global Master Securities Lending Agreement dated 10 November 2004 between Andante Fund, L.P. and LBI(E) (the "GMSLA"). See also Statement of Interest attached hereto and summary of Obligor Contractual Agreements below. As of September 16, 2009, accrued unpaid interest was:

160,538.60

Plus: Andante Fund, L.P. claims all reasonable legal and other professional expenses incurred and to be incurred in connection with or as a consequence of an Event of Default in accordance with paragraph 10.7 of the GMSLA. Since September 15, 2008, legal expenses invoiced are:

19,735.57 *

Andante Fund, L.P. reserves the right to apply interest to expenses in accordance with the GMSLA.

**Legal expenses have been allocated among four (4) claimants. This amount represents expenses allocated to Andante Fund, L.P.*

Amount of claim as of September 16, 2009, at least **\$ 14,762,367.62**

2. Summary of guarantor agreements and obligor contractual agreements

Guarantor Agreements

Unanimous Written Consent of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005.

Guarantee of Lehman Brothers Holdings Inc. dated January 4, 2008

Obligor Contractual Agreements

International Prime Brokerage Agreement dated 13 September 2004 between Andante Fund, L.P. and LBI(E)

Customer Account Agreement Prime Brokerage dated 13 September 2004 between Andante Fund, L.P. and Lehman Brothers Inc together with other Lehman entities (including LBI(E))

Margin Lending Agreement dated 10 November 2004 between Andante Fund, L.P. and LBI(E)

ISLA Global Master Securities Lending Agreement (May 2000 version) dated 10 November 2004 between Andante Fund, L.P. and LBI(E)

ISLA Global Master Securities Lending Agreement (May 2000 version) 2000 UK Tax Addendum dated 10 November 2004 between Andante Fund, L.P. and LBI(E)

QPAM Representation Agreement dated 13 September 2004 between Symphony Asset Management LLC, Lehman Brothers Inc and LBI(E)

Notice dated 30 April 2007 setting forth agreed upon financing rates for Symphony Asset Management's prime brokerage accounts effective May 1, 2007

3. Credit and Setoffs

The Claim is not subject to any setoffs, defenses or counterclaims by the Debtor or any of its affiliates.

4. Security Interests and Priority Status

The Claim is filed (i) as a secured claim to the extent of the value of any right of setoff by the Claimant and (ii) as a general unsecured claim to the extent of the remaining amount of the Claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to priority under Sections 503 and 507 of the Bankruptcy Code.

5. Reservation of Rights

The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of any right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination or recharacterization, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; or (f) an election of remedies which waives or otherwise affects any other remedy.

6. Amendments

The Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

7. Supporting documents

Supporting documents will be uploaded to the website of the Debtor's claims agent as specified by Order of this Court, dated July 2, 2009, in the procedures for submitting a claim based on amounts owed pursuant to any Guarantee.

Statement of Interest

Account name: Andante Fund, L.P.
 Account number: 05601101

Total amount of claim and credit interest as of 9/15/08: \$ 14,582,093.45
 Rate: 1-Month LIBOR

Date	Interest	Balance (USD)	Rate
9/15/2008	\$ 1,011.38	\$ 14,583,104.83	2.49688%
9/16/2008	1,011.45	14,584,116.28	2.49688%
9/17/2008	1,011.52	14,585,127.81	2.49688%
9/18/2008	1,011.59	14,586,139.40	2.49688%
9/19/2008	1,011.66	14,587,151.06	2.49688%
9/20/2008	1,011.73	14,588,162.79	2.49688%
9/21/2008	1,011.80	14,589,174.59	2.49688%
9/22/2008	1,011.87	14,590,186.47	2.49688%
9/23/2008	1,011.94	14,591,198.41	2.49688%
9/24/2008	1,012.01	14,592,210.42	2.49688%
9/25/2008	1,012.08	14,593,222.51	2.49688%
9/26/2008	1,012.15	14,594,234.66	2.49688%
9/27/2008	1,012.22	14,595,246.88	2.49688%
9/28/2008	1,012.29	14,596,259.18	2.49688%
9/29/2008	1,012.36	14,597,271.54	2.49688%
9/30/2008	1,012.43	14,598,283.98	2.49688%
10/1/2008	1,623.05	14,599,907.02	4.00250%
10/2/2008	1,623.23	14,601,530.25	4.00250%
10/3/2008	1,623.41	14,603,153.65	4.00250%
10/4/2008	1,623.59	14,604,777.24	4.00250%
10/5/2008	1,623.77	14,606,401.01	4.00250%
10/6/2008	1,623.95	14,608,024.96	4.00250%
10/7/2008	1,624.13	14,609,649.08	4.00250%
10/8/2008	1,624.31	14,611,273.39	4.00250%
10/9/2008	1,624.49	14,612,897.88	4.00250%
10/10/2008	1,624.67	14,614,522.55	4.00250%
10/11/2008	1,624.85	14,616,147.40	4.00250%
10/12/2008	1,625.03	14,617,772.43	4.00250%
10/13/2008	1,625.21	14,619,397.65	4.00250%
10/14/2008	1,625.39	14,621,023.04	4.00250%
10/15/2008	1,625.57	14,622,648.61	4.00250%
10/16/2008	1,625.75	14,624,274.37	4.00250%
10/17/2008	1,625.93	14,625,900.30	4.00250%
10/18/2008	1,626.12	14,627,526.42	4.00250%
10/19/2008	1,626.30	14,629,152.71	4.00250%
10/20/2008	1,626.48	14,630,779.19	4.00250%
10/21/2008	1,626.66	14,632,405.85	4.00250%
10/22/2008	1,626.84	14,634,032.69	4.00250%
10/23/2008	1,627.02	14,635,659.71	4.00250%
10/24/2008	1,627.20	14,637,286.91	4.00250%
10/25/2008	1,627.38	14,638,914.29	4.00250%
10/26/2008	1,627.56	14,640,541.85	4.00250%
10/27/2008	1,627.74	14,642,169.60	4.00250%
10/28/2008	1,627.92	14,643,797.52	4.00250%
10/29/2008	1,628.11	14,645,425.63	4.00250%
10/30/2008	1,628.29	14,647,053.91	4.00250%
10/31/2008	1,628.47	14,648,682.38	4.00250%
11/1/2008	959.29	14,649,641.67	2.35750%

Date	Interest	Balance (USD)	Rate
11/2/2008	959.35	14,650,601.01	2.35750%
11/3/2008	959.41	14,651,560.43	2.35750%
11/4/2008	959.47	14,652,519.90	2.35750%
11/5/2008	959.54	14,653,479.44	2.35750%
11/6/2008	959.60	14,654,439.03	2.35750%
11/7/2008	959.66	14,655,398.70	2.35750%
11/8/2008	959.73	14,656,358.42	2.35750%
11/9/2008	959.79	14,657,318.21	2.35750%
11/10/2008	959.85	14,658,278.06	2.35750%
11/11/2008	959.91	14,659,237.97	2.35750%
11/12/2008	959.98	14,660,197.95	2.35750%
11/13/2008	960.04	14,661,157.99	2.35750%
11/14/2008	960.10	14,662,118.09	2.35750%
11/15/2008	960.17	14,663,078.26	2.35750%
11/16/2008	960.23	14,664,038.49	2.35750%
11/17/2008	960.29	14,664,998.78	2.35750%
11/18/2008	960.35	14,665,959.13	2.35750%
11/19/2008	960.42	14,666,919.55	2.35750%
11/20/2008	960.48	14,667,880.03	2.35750%
11/21/2008	960.54	14,668,840.57	2.35750%
11/22/2008	960.61	14,669,801.17	2.35750%
11/23/2008	960.67	14,670,761.84	2.35750%
11/24/2008	960.73	14,671,722.57	2.35750%
11/25/2008	960.79	14,672,683.37	2.35750%
11/26/2008	960.86	14,673,644.22	2.35750%
11/27/2008	960.92	14,674,605.14	2.35750%
11/28/2008	960.98	14,675,566.13	2.35750%
11/29/2008	961.05	14,676,527.17	2.35750%
11/30/2008	961.11	14,677,488.28	2.35750%
12/1/2008	779.23	14,678,267.51	1.91125%
12/2/2008	779.27	14,679,046.79	1.91125%
12/3/2008	779.31	14,679,826.10	1.91125%
12/4/2008	779.36	14,680,605.46	1.91125%
12/5/2008	779.40	14,681,384.85	1.91125%
12/6/2008	779.44	14,682,164.29	1.91125%
12/7/2008	779.48	14,682,943.77	1.91125%
12/8/2008	779.52	14,683,723.30	1.91125%
12/9/2008	779.56	14,684,502.86	1.91125%
12/10/2008	779.60	14,685,282.46	1.91125%
12/11/2008	779.65	14,686,062.11	1.91125%
12/12/2008	779.69	14,686,841.80	1.91125%
12/13/2008	779.73	14,687,621.52	1.91125%
12/14/2008	779.77	14,688,401.29	1.91125%
12/15/2008	779.81	14,689,181.11	1.91125%
12/16/2008	779.85	14,689,960.96	1.91125%
12/17/2008	779.89	14,690,740.85	1.91125%
12/18/2008	779.94	14,691,520.79	1.91125%
12/19/2008	779.98	14,692,300.76	1.91125%
12/20/2008	780.02	14,693,080.78	1.91125%
12/21/2008	780.06	14,693,860.84	1.91125%
12/22/2008	780.10	14,694,640.94	1.91125%
12/23/2008	780.14	14,695,421.09	1.91125%
12/24/2008	780.18	14,696,201.27	1.91125%
12/25/2008	780.23	14,696,981.50	1.91125%
12/26/2008	780.27	14,697,761.76	1.91125%

Date	Interest	Balance (USD)	Rate
12/27/2008	780.31	14,698,542.07	1.91125%
12/28/2008	780.35	14,699,322.42	1.91125%
12/29/2008	780.39	14,700,102.81	1.91125%
12/30/2008	780.43	14,700,883.24	1.91125%
12/31/2008	780.47	14,701,663.72	1.91125%
1/1/2009	175.60	14,701,839.32	0.43000%
1/2/2009	175.61	14,702,014.93	0.43000%
1/3/2009	175.61	14,702,190.53	0.43000%
1/4/2009	175.61	14,702,366.14	0.43000%
1/5/2009	175.61	14,702,541.76	0.43000%
1/6/2009	175.61	14,702,717.37	0.43000%
1/7/2009	175.62	14,702,892.98	0.43000%
1/8/2009	175.62	14,703,068.60	0.43000%
1/9/2009	175.62	14,703,244.22	0.43000%
1/10/2009	175.62	14,703,419.84	0.43000%
1/11/2009	175.62	14,703,595.47	0.43000%
1/12/2009	175.63	14,703,771.10	0.43000%
1/13/2009	175.63	14,703,946.72	0.43000%
1/14/2009	175.63	14,704,122.35	0.43000%
1/15/2009	175.63	14,704,297.99	0.43000%
1/16/2009	175.63	14,704,473.62	0.43000%
1/17/2009	175.64	14,704,649.26	0.43000%
1/18/2009	175.64	14,704,824.90	0.43000%
1/19/2009	175.64	14,705,000.54	0.43000%
1/20/2009	175.64	14,705,176.18	0.43000%
1/21/2009	175.65	14,705,351.83	0.43000%
1/22/2009	175.65	14,705,527.47	0.43000%
1/23/2009	175.65	14,705,703.12	0.43000%
1/24/2009	175.65	14,705,878.77	0.43000%
1/25/2009	175.65	14,706,054.43	0.43000%
1/26/2009	175.66	14,706,230.08	0.43000%
1/27/2009	175.66	14,706,405.74	0.43000%
1/28/2009	175.66	14,706,581.40	0.43000%
1/29/2009	175.66	14,706,757.06	0.43000%
1/30/2009	175.66	14,706,932.73	0.43000%
1/31/2009	175.67	14,707,108.39	0.43000%
2/1/2009	178.73	14,707,287.13	0.43750%
2/2/2009	178.73	14,707,465.86	0.43750%
2/3/2009	178.74	14,707,644.60	0.43750%
2/4/2009	178.74	14,707,823.33	0.43750%
2/5/2009	178.74	14,708,002.08	0.43750%
2/6/2009	178.74	14,708,180.82	0.43750%
2/7/2009	178.75	14,708,359.56	0.43750%
2/8/2009	178.75	14,708,538.31	0.43750%
2/9/2009	178.75	14,708,717.06	0.43750%
2/10/2009	178.75	14,708,895.81	0.43750%
2/11/2009	178.75	14,709,074.57	0.43750%
2/12/2009	178.76	14,709,253.32	0.43750%
2/13/2009	178.76	14,709,432.08	0.43750%
2/14/2009	178.76	14,709,610.84	0.43750%
2/15/2009	178.76	14,709,789.60	0.43750%
2/16/2009	178.76	14,709,968.37	0.43750%
2/17/2009	178.77	14,710,147.14	0.43750%
2/18/2009	178.77	14,710,325.91	0.43750%
2/19/2009	178.77	14,710,504.68	0.43750%

Date	Interest	Balance (USD)	Rate
2/20/2009	178.77	14,710,683.45	0.43750%
2/21/2009	178.78	14,710,862.23	0.43750%
2/22/2009	178.78	14,711,041.00	0.43750%
2/23/2009	178.78	14,711,219.78	0.43750%
2/24/2009	178.78	14,711,398.57	0.43750%
2/25/2009	178.78	14,711,577.35	0.43750%
2/26/2009	178.79	14,711,756.14	0.43750%
2/27/2009	178.79	14,711,934.93	0.43750%
2/28/2009	178.79	14,712,113.72	0.43750%
3/1/2009	203.31	14,712,317.03	0.49750%
3/2/2009	203.32	14,712,520.35	0.49750%
3/3/2009	203.32	14,712,723.66	0.49750%
3/4/2009	203.32	14,712,926.99	0.49750%
3/5/2009	203.32	14,713,130.31	0.49750%
3/6/2009	203.33	14,713,333.64	0.49750%
3/7/2009	203.33	14,713,536.97	0.49750%
3/8/2009	203.33	14,713,740.30	0.49750%
3/9/2009	203.34	14,713,943.64	0.49750%
3/10/2009	203.34	14,714,146.98	0.49750%
3/11/2009	203.34	14,714,350.32	0.49750%
3/12/2009	203.34	14,714,553.66	0.49750%
3/13/2009	203.35	14,714,757.01	0.49750%
3/14/2009	203.35	14,714,960.36	0.49750%
3/15/2009	203.35	14,715,163.71	0.49750%
3/16/2009	203.36	14,715,367.07	0.49750%
3/17/2009	203.36	14,715,570.42	0.49750%
3/18/2009	203.36	14,715,773.78	0.49750%
3/19/2009	203.36	14,715,977.15	0.49750%
3/20/2009	203.37	14,716,180.51	0.49750%
3/21/2009	203.37	14,716,383.88	0.49750%
3/22/2009	203.37	14,716,587.26	0.49750%
3/23/2009	203.38	14,716,790.63	0.49750%
3/24/2009	203.38	14,716,994.01	0.49750%
3/25/2009	203.38	14,717,197.39	0.49750%
3/26/2009	203.38	14,717,400.77	0.49750%
3/27/2009	203.39	14,717,604.16	0.49750%
3/28/2009	203.39	14,717,807.55	0.49750%
3/29/2009	203.39	14,718,010.94	0.49750%
3/30/2009	203.39	14,718,214.34	0.49750%
3/31/2009	203.40	14,718,417.73	0.49750%
4/1/2009	202.38	14,718,620.11	0.49500%
4/2/2009	202.38	14,718,822.49	0.49500%
4/3/2009	202.38	14,719,024.88	0.49500%
4/4/2009	202.39	14,719,227.26	0.49500%
4/5/2009	202.39	14,719,429.65	0.49500%
4/6/2009	202.39	14,719,632.04	0.49500%
4/7/2009	202.39	14,719,834.44	0.49500%
4/8/2009	202.40	14,720,036.84	0.49500%
4/9/2009	202.40	14,720,239.24	0.49500%
4/10/2009	202.40	14,720,441.64	0.49500%
4/11/2009	202.41	14,720,644.05	0.49500%
4/12/2009	202.41	14,720,846.46	0.49500%
4/13/2009	202.41	14,721,048.87	0.49500%
4/14/2009	202.41	14,721,251.28	0.49500%
4/15/2009	202.42	14,721,453.70	0.49500%

Date	Interest	Balance (USD)	Rate
4/16/2009	202.42	14,721,656.12	0.49500%
4/17/2009	202.42	14,721,858.54	0.49500%
4/18/2009	202.43	14,722,060.97	0.49500%
4/19/2009	202.43	14,722,263.40	0.49500%
4/20/2009	202.43	14,722,465.83	0.49500%
4/21/2009	202.43	14,722,668.26	0.49500%
4/22/2009	202.44	14,722,870.70	0.49500%
4/23/2009	202.44	14,723,073.14	0.49500%
4/24/2009	202.44	14,723,275.58	0.49500%
4/25/2009	202.45	14,723,478.02	0.49500%
4/26/2009	202.45	14,723,680.47	0.49500%
4/27/2009	202.45	14,723,882.92	0.49500%
4/28/2009	202.45	14,724,085.38	0.49500%
4/29/2009	202.46	14,724,287.83	0.49500%
4/30/2009	202.46	14,724,490.29	0.49500%
5/1/2009	169.49	14,724,659.78	0.41438%
5/2/2009	169.49	14,724,829.27	0.41438%
5/3/2009	169.49	14,724,998.76	0.41438%
5/4/2009	169.49	14,725,168.25	0.41438%
5/5/2009	169.49	14,725,337.75	0.41438%
5/6/2009	169.50	14,725,507.24	0.41438%
5/7/2009	169.50	14,725,676.74	0.41438%
5/8/2009	169.50	14,725,846.24	0.41438%
5/9/2009	169.50	14,726,015.75	0.41438%
5/10/2009	169.50	14,726,185.25	0.41438%
5/11/2009	169.51	14,726,354.76	0.41438%
5/12/2009	169.51	14,726,524.26	0.41438%
5/13/2009	169.51	14,726,693.78	0.41438%
5/14/2009	169.51	14,726,863.29	0.41438%
5/15/2009	169.51	14,727,032.80	0.41438%
5/16/2009	169.52	14,727,202.32	0.41438%
5/17/2009	169.52	14,727,371.84	0.41438%
5/18/2009	169.52	14,727,541.36	0.41438%
5/19/2009	169.52	14,727,710.88	0.41438%
5/20/2009	169.52	14,727,880.40	0.41438%
5/21/2009	169.53	14,728,049.93	0.41438%
5/22/2009	169.53	14,728,219.46	0.41438%
5/23/2009	169.53	14,728,388.99	0.41438%
5/24/2009	169.53	14,728,558.52	0.41438%
5/25/2009	169.53	14,728,728.05	0.41438%
5/26/2009	169.54	14,728,897.59	0.41438%
5/27/2009	169.54	14,729,067.13	0.41438%
5/28/2009	169.54	14,729,236.67	0.41438%
5/29/2009	169.54	14,729,406.21	0.41438%
5/30/2009	169.54	14,729,575.75	0.41438%
5/31/2009	169.55	14,729,745.30	0.41438%
6/1/2009	130.93	14,729,876.23	0.32000%
6/2/2009	130.93	14,730,007.16	0.32000%
6/3/2009	130.93	14,730,138.09	0.32000%
6/4/2009	130.93	14,730,269.03	0.32000%
6/5/2009	130.94	14,730,399.96	0.32000%
6/6/2009	130.94	14,730,530.90	0.32000%
6/7/2009	130.94	14,730,661.84	0.32000%
6/8/2009	130.94	14,730,792.78	0.32000%
6/9/2009	130.94	14,730,923.72	0.32000%

Date	Interest	Balance (USD)	Rate
6/10/2009	130.94	14,731,054.66	0.32000%
6/11/2009	130.94	14,731,185.60	0.32000%
6/12/2009	130.94	14,731,316.55	0.32000%
6/13/2009	130.95	14,731,447.49	0.32000%
6/14/2009	130.95	14,731,578.44	0.32000%
6/15/2009	130.95	14,731,709.39	0.32000%
6/16/2009	130.95	14,731,840.33	0.32000%
6/17/2009	130.95	14,731,971.28	0.32000%
6/18/2009	130.95	14,732,102.23	0.32000%
6/19/2009	130.95	14,732,233.19	0.32000%
6/20/2009	130.95	14,732,364.14	0.32000%
6/21/2009	130.95	14,732,495.09	0.32000%
6/22/2009	130.96	14,732,626.05	0.32000%
6/23/2009	130.96	14,732,757.01	0.32000%
6/24/2009	130.96	14,732,887.96	0.32000%
6/25/2009	130.96	14,733,018.92	0.32000%
6/26/2009	130.96	14,733,149.88	0.32000%
6/27/2009	130.96	14,733,280.84	0.32000%
6/28/2009	130.96	14,733,411.81	0.32000%
6/29/2009	130.96	14,733,542.77	0.32000%
6/30/2009	130.96	14,733,673.74	0.32000%
7/1/2009	125.34	14,733,799.07	0.30625%
7/2/2009	125.34	14,733,924.41	0.30625%
7/3/2009	125.34	14,734,049.75	0.30625%
7/4/2009	125.34	14,734,175.10	0.30625%
7/5/2009	125.34	14,734,300.44	0.30625%
7/6/2009	125.34	14,734,425.78	0.30625%
7/7/2009	125.34	14,734,551.13	0.30625%
7/8/2009	125.35	14,734,676.47	0.30625%
7/9/2009	125.35	14,734,801.82	0.30625%
7/10/2009	125.35	14,734,927.17	0.30625%
7/11/2009	125.35	14,735,052.52	0.30625%
7/12/2009	125.35	14,735,177.87	0.30625%
7/13/2009	125.35	14,735,303.22	0.30625%
7/14/2009	125.35	14,735,428.57	0.30625%
7/15/2009	125.35	14,735,553.93	0.30625%
7/16/2009	125.35	14,735,679.28	0.30625%
7/17/2009	125.36	14,735,804.64	0.30625%
7/18/2009	125.36	14,735,929.99	0.30625%
7/19/2009	125.36	14,736,055.35	0.30625%
7/20/2009	125.36	14,736,180.71	0.30625%
7/21/2009	125.36	14,736,306.07	0.30625%
7/22/2009	125.36	14,736,431.43	0.30625%
7/23/2009	125.36	14,736,556.79	0.30625%
7/24/2009	125.36	14,736,682.16	0.30625%
7/25/2009	125.36	14,736,807.52	0.30625%
7/26/2009	125.37	14,736,932.88	0.30625%
7/27/2009	125.37	14,737,058.25	0.30625%
7/28/2009	125.37	14,737,183.62	0.30625%
7/29/2009	125.37	14,737,308.99	0.30625%
7/30/2009	125.37	14,737,434.36	0.30625%
7/31/2009	125.37	14,737,559.73	0.30625%
8/1/2009	112.84	14,737,672.56	0.27563%
8/2/2009	112.84	14,737,785.40	0.27563%
8/3/2009	112.84	14,737,898.24	0.27563%

Date	Interest	Balance (USD)	Rate
8/4/2009	112.84	14,738,011.08	0.27563%
8/5/2009	112.84	14,738,123.92	0.27563%
8/6/2009	112.84	14,738,236.76	0.27563%
8/7/2009	112.84	14,738,349.60	0.27563%
8/8/2009	112.84	14,738,462.44	0.27563%
8/9/2009	112.84	14,738,575.29	0.27563%
8/10/2009	112.84	14,738,688.13	0.27563%
8/11/2009	112.85	14,738,800.98	0.27563%
8/12/2009	112.85	14,738,913.82	0.27563%
8/13/2009	112.85	14,739,026.67	0.27563%
8/14/2009	112.85	14,739,139.52	0.27563%
8/15/2009	112.85	14,739,252.36	0.27563%
8/16/2009	112.85	14,739,365.21	0.27563%
8/17/2009	112.85	14,739,478.06	0.27563%
8/18/2009	112.85	14,739,590.92	0.27563%
8/19/2009	112.85	14,739,703.77	0.27563%
8/20/2009	112.85	14,739,816.62	0.27563%
8/21/2009	112.85	14,739,929.47	0.27563%
8/22/2009	112.85	14,740,042.33	0.27563%
8/23/2009	112.86	14,740,155.18	0.27563%
8/24/2009	112.86	14,740,268.04	0.27563%
8/25/2009	112.86	14,740,380.90	0.27563%
8/26/2009	112.86	14,740,493.76	0.27563%
8/27/2009	112.86	14,740,606.62	0.27563%
8/28/2009	112.86	14,740,719.47	0.27563%
8/29/2009	112.86	14,740,832.34	0.27563%
8/30/2009	112.86	14,740,945.20	0.27563%
8/31/2009	112.86	14,741,058.06	0.27563%
9/1/2009	104.93	14,741,162.99	0.25625%
9/2/2009	104.93	14,741,267.92	0.25625%
9/3/2009	104.93	14,741,372.84	0.25625%
9/4/2009	104.93	14,741,477.77	0.25625%
9/5/2009	104.93	14,741,582.71	0.25625%
9/6/2009	104.93	14,741,687.64	0.25625%
9/7/2009	104.93	14,741,792.57	0.25625%
9/8/2009	104.93	14,741,897.50	0.25625%
9/9/2009	104.93	14,742,002.44	0.25625%
9/10/2009	104.93	14,742,107.37	0.25625%
9/11/2009	104.94	14,742,212.30	0.25625%
9/12/2009	104.94	14,742,317.24	0.25625%
9/13/2009	104.94	14,742,422.18	0.25625%
9/14/2009	104.94	14,742,527.11	0.25625%
9/15/2009	104.94	14,742,632.05	0.25625%

Total Interest \$ 160,538.60

LIBOR RATES

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Range 9/15/08 to 9/2/09 Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F		F 8/14	.27250	F 7/24	.28500
T		T 8/13	.27281	T 7/23	.28500
W 9/2 L	.25438	W 8/12	.27406	W 7/22	.28500
T 9/1	.25625	T 8/11	.27450	T 7/21	.28500
M 8/31		M 8/10	.27500	M 7/20	.28625
F 8/28	.25875	F 8/ 7	.27563	F 7/17	.28625
T 8/27	.26125	T 8/ 6	.27563	T 7/16	.28875
W 8/26	.26063	W 8/ 5	.27563	W 7/15	.28750
T 8/25	.26281	T 8/ 4	.27563	T 7/14	.28750
M 8/24	.26438	M 8/ 3	.27563	M 7/13	.28813
F 8/21	.26563	F 7/31	.27938	F 7/10	.29250
T 8/20	.26750	T 7/30	.28063	T 7/ 9	.29625
W 8/19	.26875	W 7/29	.28500	W 7/ 8	.30000
T 8/18	.27250	T 7/28	.28500	T 7/ 7	.30188
M 8/17	.27875	M 7/27	.28750	M 7/ 6	.30188

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Range **9/15/08** to **9/22/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 7/ 3	.30125	F 6/12	.31813	F 5/22	.31313
T 7/ 2	.30438	T 6/11	.31938	T 5/21	.30875
W 7/ 1	.30625	W 6/10	.32063	W 5/20	.30813
T 6/30	.30875	T 6/ 9	.32125	T 5/19	.30938
M 6/29	.30875	M 6/ 8	.32313	M 5/18	.31625
F 6/26	.31000	F 6/ 5	.32063	F 5/15	.32813
T 6/25	.30750	T 6/ 4	.31750	T 5/14	.33500
W 6/24	.31125	W 6/ 3	.31875	W 5/13	.34438
T 6/23	.31375	T 6/ 2	.32000	T 5/12	.34875
M 6/22	.31500	M 6/ 1	.32000	M 5/11	.35375
F 6/19	.31688	F 5/29	.31625	F 5/ 8	.36750
T 6/18	.31500	T 5/28	.32000	T 5/ 7	.38188
W 6/17	.31313	W 5/27	.31875	W 5/ 6	.39500
T 6/16	.31813	T 5/26	.31625	T 5/ 5	.40125
M 6/15	.31875	M 5/25		M 5/ 4	

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Range **9/15/08** to **9/ 2/09** Period Daily
HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 5/ 1	.41438	F 4/10		F 3/20	.52188
T 4/30	.41125	T 4/ 9	.45125	T 3/19	.52313
W 4/29	.41813	W 4/ 8	.46000	W 3/18	.54500
T 4/28	.42750	T 4/ 7	.46938	T 3/17	.55625
M 4/27	.43250	M 4/ 6	.47563	M 3/16	.55563
F 4/24	.43500	F 4/ 3	.47813	F 3/13	.55563
T 4/23	.43750	T 4/ 2	.48938	T 3/12	.55625
W 4/22	.44000	W 4/ 1	.49500	W 3/11	.55688
T 4/21	.44125	T 3/31	.50063	T 3/10	.56438
M 4/20	.44250	M 3/30	.50875	M 3/ 9	.56438
F 4/17	.44750	F 3/27	.51813	F 3/ 6	.54625
T 4/16	.44688	T 3/26	.52250	T 3/ 5	.53313
W 4/15	.44813	W 3/25	.52000	W 3/ 4	.51813
T 4/14	.45250	T 3/24	.52094	T 3/ 3	.50750
M 4/13		M 3/23	.52188	M 3/ 2	.49750

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Range **9/15/08** to **9/22/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 2/27	.49625	F 2/ 6	.44875	F 1/16	.35938
T 2/26	.49688	T 2/ 5	.44750	T 1/15	.33375
W 2/25	.47875	W 2/ 4	.44500	W 1/14	.32875
T 2/24	.47688	T 2/ 3	.44500	T 1/13	.33313
M 2/23	.47375	M 2/ 2	.43750	M 1/12	.34250
F 2/20	.47250	F 1/30	.41938	F 1/ 9	.36625
T 2/19	.47313	T 1/29	.41250	T 1/ 8	.38625
W 2/18	.47000	W 1/28	.40938	W 1/ 7	.40625
T 2/17	.46625	T 1/27	.41125	T 1/ 6	.42063
M 2/16	.46500	M 1/26	.40875	M 1/ 5	.42875
F 2/13	.46125	F 1/23	.40125	F 1/ 2	.43000
T 2/12	.45500	T 1/22	.38938	T 1/ 1	
W 2/11	.45250	W 1/21	.35625	W 12/31	.43625
T 2/10	.44688	T 1/20	.35250	T 12/30	.44750
M 2/ 9	.44688	M 1/19	.35500	M 12/29	.46125

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Range 9/15/08 to 9/ 2/09 Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 12/26		F 12/ 5	1.86750	F 11/14	1.47750
T 12/25		T 12/ 4	1.87625	T 11/13	1.42250
W 12/24	.47125	W 12/ 3	1.89000	W 11/12	1.40875
T 12/23	.47125	T 12/ 2	1.89875	T 11/11	1.47750
M 12/22	.46125	M 12/ 1	1.91125	M 11/10	1.53875
F 12/19	.47375	F 11/28	1.90125	F 11/ 7	1.62250
T 12/18	.50750	T 11/27	1.90000	T 11/ 6	1.76750
W 12/17	.58125	W 11/26	1.43125	W 11/ 5	1.95625
T 12/16	.88375	T 11/25	1.43625	T 11/ 4	2.17750
M 12/15	.96125	M 11/24	1.41125	M 11/ 3	2.35750
F 12/12	1.04000	F 11/21	1.39500	F 10/31	2.58125
T 12/11	1.19500	T 11/20	1.39875	T 10/30	2.85000
W 12/10	1.43875	W 11/19	1.41375	W 10/29	3.11750
T 12/ 9	1.63500	T 11/18	1.45250	T 10/28	3.17125
M 12/ 8	1.82500	M 11/17	1.47375	M 10/27	3.21875

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SN 887405 6794-483-0 17-Sep-2009 12:58:19

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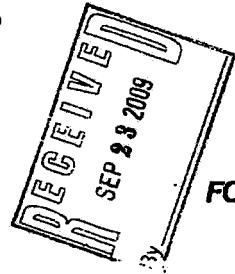
US0001M LIBOR-USD Fix 1 Month

Range 9/21/08 to 9/2/09 Period Daily HI 4.58750 ON 10/10/08
AVE 1.06372
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 10/24	3.24000	F 10/ 3	4.11000	F 9/12	2.48813
T 10/23	3.25875	T 10/ 2	4.04500	T 9/11	2.48750
W 10/22	3.27500	W 10/ 1	4.00250	W 9/10	2.48688
T 10/21	3.52750	T 9/30	3.92625	T 9/ 9	2.48875
M 10/20	3.75125	M 9/29	3.72000	M 9/ 8	2.48813
F 10/17	4.18125	F 9/26	3.70375	F 9/ 5	2.48688
T 10/16	4.27750	T 9/25	3.70875	T 9/ 4	2.48688
W 10/15	4.35875	W 9/24	3.42875	W 9/ 3	2.48750
T 10/14	4.46875	T 9/23	3.20688	T 9/ 2	2.48563
M 10/13	4.56000	M 9/22	3.17625	M 9/ 1	2.48563
F 10/10 H	4.58750	F 9/19	3.19000		
T 10/ 9	4.51250	T 9/18	3.18750		
W 10/ 8	4.29375	W 9/17	3.03000		
T 10/ 7	4.14000	T 9/16	2.74750		
M 10/ 6	4.09250	M 9/15	2.49688		

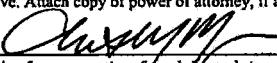
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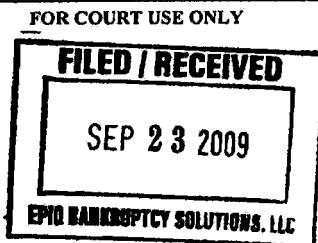
Please Rush To Addressee



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UNITED STATES POSTAL SERVICE®	
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E	usps.com \$38.27 US POSTAGE
08/21/08 1 lb 10 oz	EO 965 281 675 US 02022 7001 0881 0150 Commercial Base Pricing Mailed from 84104 071100088911
USPS EXPRESS MAIL®	
CHRISTINA MANS SYNTHONY ASSET MANAGEMENT 655 CALIFORNIA ST STE 2075 SAN FRANCISCO CA 94104-1605	
WAIVER OF SIGNATURE REQUESTED NO DELIVERY HOLIDAY	
CLAIMS AGENT SHIP TO: LEHMAN BROS HOLDINGS CLAIMS PROCESSING C/O EQUIP BANKRUPTCY SOLUTIONS LLC PO BOX 5078 FDR STATION NEW YORK NY 10150-5076	
USPS EXPRESS MAIL	
EO 965 281 675 US	
POSTAL USE ONLY	
Date In: Mon 11 Day 1 Year 11 Time 11:20 AM	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Day at Delivery: <input type="checkbox"/> Next <input checked="" type="checkbox"/> Second <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Return Receipt: <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Additional Insurance Fee \$0.00	

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000034460	
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor 08-13555		
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)</p>			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Encore Fund, L.P. c/o Symphony Asset Management LLC 555 California Street, Suite 2975 San Francisco, CA 94104-1503		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____	
Telephone number: 415-676-4000 Email Address: christina.mans@symphonyasset.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above) 			
Telephone number: _____ Email Address: _____			
<p>1. Amount of Claim as of Date Case Filed: \$ 3,276,521.82 (See Annex A) If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.</p> <p><input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.*</p> <p>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</p> <p><input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarantee.</p>			
<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p>			
<p>2. Basis for Claim: LBL as guarantor of LBI(E) (See Annex A). (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: 2193</p> <p>3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)</p> <p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: See Annex A Value of Property: \$ _____ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p> <p>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ 0 (See instruction #6 on reverse side.)</p> <p>7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:</p>			
Date: 09/18/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  CHRISTINA M. MANS, CONTROLLER, SYMPHONY ASSET MGMT <input type="checkbox"/> PENALTY FOR FRAUDULENT CLAIM : Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		



ANNEX A

Account name: Encore Fund, L.P.
Account number: 05602193

1. Amount of Claim as of Date Case Filed

Net position as of 9/15/08 (USD):	\$ 3,276,392.66
Credit Interest due through 9/14/08 per Lehman Cash Interest Summary:	<u>129.16</u>
Total amount of claim and credit interest as of 9/15/08:	<u>\$ 3,276,521.82</u>

Plus: interest subsequently accrued and accruing thereafter on a compound basis in accordance with paragraphs 10.7 and 15 of the ISLA Global Master Securities Lending Agreement dated 22 August 2006 between Encore Fund, L.P. and LBI(E) (the "GMSLA"). See also Statement of Interest attached hereto and summary of Obligor Contractual Agreements below. As of September 16, 2009, accrued unpaid interest was:

36,072.20

Plus: Encore Fund, L.P. claims all reasonable legal and other professional expenses incurred and to be incurred in connection with or as a consequence of an Event of Default in accordance with paragraph 10.7 of the GMSLA. Since September 15, 2008, legal expenses invoiced are:

4,230.34 *

Encore Fund, L.P. reserves the right to apply interest to expenses in accordance with the GMSLA.

**Legal expenses have been allocated among four (4) claimants. This amount represents expenses allocated to Encore Fund, L.P.*

Amount of claim as of September 16, 2009, at least \$ 3,316,824.36

2. Summary of guarantor agreements and obligor contractual agreements

Guarantor Agreements

Unanimous Written Consent of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005.

Guarantee of Lehman Brothers Holdings Inc. dated January 4, 2008

Obligor Contractual Agreements

Customer Account Agreement Prime Brokerage dated 22 August 2006 between Encore Fund, L.P. and Lehman Brothers Inc together with other Lehman entities (including LBI(E))

Margin Lending Agreement dated 22 August 2006 between Encore Fund, L.P. and LBI(E)

First Amendment Agreement dated 10 September 2008 (amending the Margin Lending Agreement) between Encore Fund, L.P., Lehman Brothers Inc and LBI(E)

ISLA Global Master Securities Lending Agreement (May 2000 version) dated 22 August 2006 between Encore Fund, L.P. and LBI(E)

QPAM Representation Agreement dated 22 August 2006 between Symphony Asset Management LLC, Lehman Brothers Inc and LBI(E)

Notice dated 30 April 2007 setting forth agreed upon financing rates for Symphony Asset Management's prime brokerage accounts effective 1 May, 2007.

3. Credit and Setoffs

The Claim is not subject to any setoffs, defenses or counterclaims by the Debtor or any of its affiliates.

4. Security Interests and Priority Status

The Claim is filed (i) as a secured claim to the extent of the value of any right of setoff by the Claimant and (ii) as a general unsecured claim to the extent of the remaining amount of the Claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to priority under Sections 503 and 507 of the Bankruptcy Code.

5. Reservation of Rights

The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of any right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination or recharacterization, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; or (f) an election of remedies which waives or otherwise affects any other remedy.

6. Amendments

The Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

7. Supporting documents

Supporting documents will be uploaded to the website of the Debtor's claims agent as specified by Order of this Court, dated July 2, 2009, in the procedures for submitting a claim based on amounts owed pursuant to any Guarantee.

Statement of Interest

Account name: Encore Fund, L.P.
 Account number: 05602193

Total amount of claim and credit interest as of 9/15/08: \$ 3,276,521.82
 Rate: 1-Month LIBOR

Date	Interest	Balance (USD)	Rate
9/15/2008	\$ 227.25	\$ 3,276,749.07	2.49688%
9/16/2008	227.27	3,276,976.34	2.49688%
9/17/2008	227.28	3,277,203.62	2.49688%
9/18/2008	227.30	3,277,430.92	2.49688%
9/19/2008	227.32	3,277,658.24	2.49688%
9/20/2008	227.33	3,277,885.57	2.49688%
9/21/2008	227.35	3,278,112.92	2.49688%
9/22/2008	227.36	3,278,340.28	2.49688%
9/23/2008	227.38	3,278,567.66	2.49688%
9/24/2008	227.39	3,278,795.05	2.49688%
9/25/2008	227.41	3,279,022.46	2.49688%
9/26/2008	227.43	3,279,249.89	2.49688%
9/27/2008	227.44	3,279,477.33	2.49688%
9/28/2008	227.46	3,279,704.79	2.49688%
9/29/2008	227.47	3,279,932.26	2.49688%
9/30/2008	227.49	3,280,159.75	2.49688%
10/1/2008	364.69	3,280,524.44	4.00250%
10/2/2008	364.73	3,280,889.17	4.00250%
10/3/2008	364.77	3,281,253.94	4.00250%
10/4/2008	364.81	3,281,618.75	4.00250%
10/5/2008	364.85	3,281,983.60	4.00250%
10/6/2008	364.89	3,282,348.50	4.00250%
10/7/2008	364.93	3,282,713.43	4.00250%
10/8/2008	364.97	3,283,078.40	4.00250%
10/9/2008	365.01	3,283,443.42	4.00250%
10/10/2008	365.06	3,283,808.47	4.00250%
10/11/2008	365.10	3,284,173.57	4.00250%
10/12/2008	365.14	3,284,538.71	4.00250%
10/13/2008	365.18	3,284,903.88	4.00250%
10/14/2008	365.22	3,285,269.10	4.00250%
10/15/2008	365.26	3,285,634.36	4.00250%
10/16/2008	365.30	3,285,999.66	4.00250%
10/17/2008	365.34	3,286,365.00	4.00250%
10/18/2008	365.38	3,286,730.38	4.00250%
10/19/2008	365.42	3,287,095.80	4.00250%
10/20/2008	365.46	3,287,461.26	4.00250%
10/21/2008	365.50	3,287,826.76	4.00250%
10/22/2008	365.54	3,288,192.30	4.00250%
10/23/2008	365.58	3,288,557.88	4.00250%
10/24/2008	365.62	3,288,923.51	4.00250%
10/25/2008	365.66	3,289,289.17	4.00250%
10/26/2008	365.70	3,289,654.88	4.00250%
10/27/2008	365.75	3,290,020.62	4.00250%
10/28/2008	365.79	3,290,386.41	4.00250%
10/29/2008	365.83	3,290,752.24	4.00250%
10/30/2008	365.87	3,291,118.10	4.00250%
10/31/2008	365.91	3,291,484.01	4.00250%
11/1/2008	215.55	3,291,699.56	2.35750%

Date	Interest	Balance (USD)	Rate
11/2/2008	215.56	3,291,915.12	2.35750%
11/3/2008	215.57	3,292,130.69	2.35750%
11/4/2008	215.59	3,292,346.28	2.35750%
11/5/2008	215.60	3,292,561.89	2.35750%
11/6/2008	215.62	3,292,777.50	2.35750%
11/7/2008	215.63	3,292,993.13	2.35750%
11/8/2008	215.65	3,293,208.78	2.35750%
11/9/2008	215.66	3,293,424.44	2.35750%
11/10/2008	215.67	3,293,640.11	2.35750%
11/11/2008	215.69	3,293,855.80	2.35750%
11/12/2008	215.70	3,294,071.50	2.35750%
11/13/2008	215.72	3,294,287.22	2.35750%
11/14/2008	215.73	3,294,502.95	2.35750%
11/15/2008	215.74	3,294,718.69	2.35750%
11/16/2008	215.76	3,294,934.45	2.35750%
11/17/2008	215.77	3,295,150.22	2.35750%
11/18/2008	215.79	3,295,366.01	2.35750%
11/19/2008	215.80	3,295,581.81	2.35750%
11/20/2008	215.81	3,295,797.62	2.35750%
11/21/2008	215.83	3,296,013.45	2.35750%
11/22/2008	215.84	3,296,229.30	2.35750%
11/23/2008	215.86	3,296,445.15	2.35750%
11/24/2008	215.87	3,296,661.03	2.35750%
11/25/2008	215.89	3,296,876.91	2.35750%
11/26/2008	215.90	3,297,092.81	2.35750%
11/27/2008	215.91	3,297,308.72	2.35750%
11/28/2008	215.93	3,297,524.65	2.35750%
11/29/2008	215.94	3,297,740.59	2.35750%
11/30/2008	215.96	3,297,956.55	2.35750%
12/1/2008	175.09	3,298,131.64	1.91125%
12/2/2008	175.10	3,298,306.74	1.91125%
12/3/2008	175.11	3,298,481.85	1.91125%
12/4/2008	175.12	3,298,656.96	1.91125%
12/5/2008	175.13	3,298,832.09	1.91125%
12/6/2008	175.14	3,299,007.23	1.91125%
12/7/2008	175.15	3,299,182.37	1.91125%
12/8/2008	175.15	3,299,357.53	1.91125%
12/9/2008	175.16	3,299,532.69	1.91125%
12/10/2008	175.17	3,299,707.86	1.91125%
12/11/2008	175.18	3,299,883.05	1.91125%
12/12/2008	175.19	3,300,058.24	1.91125%
12/13/2008	175.20	3,300,233.44	1.91125%
12/14/2008	175.21	3,300,408.65	1.91125%
12/15/2008	175.22	3,300,583.87	1.91125%
12/16/2008	175.23	3,300,759.10	1.91125%
12/17/2008	175.24	3,300,934.34	1.91125%
12/18/2008	175.25	3,301,109.58	1.91125%
12/19/2008	175.26	3,301,284.84	1.91125%
12/20/2008	175.27	3,301,460.11	1.91125%
12/21/2008	175.28	3,301,635.38	1.91125%
12/22/2008	175.28	3,301,810.67	1.91125%
12/23/2008	175.29	3,301,985.96	1.91125%
12/24/2008	175.30	3,302,161.26	1.91125%
12/25/2008	175.31	3,302,336.58	1.91125%
12/26/2008	175.32	3,302,511.90	1.91125%

Date	Interest	Balance (USD)	Rate
12/27/2008	175.33	3,302,687.23	1.91125%
12/28/2008	175.34	3,302,862.57	1.91125%
12/29/2008	175.35	3,303,037.92	1.91125%
12/30/2008	175.36	3,303,213.28	1.91125%
12/31/2008	175.37	3,303,388.65	1.91125%
1/1/2009	39.46	3,303,428.10	0.43000%
1/2/2009	39.46	3,303,467.56	0.43000%
1/3/2009	39.46	3,303,507.02	0.43000%
1/4/2009	39.46	3,303,546.48	0.43000%
1/5/2009	39.46	3,303,585.94	0.43000%
1/6/2009	39.46	3,303,625.40	0.43000%
1/7/2009	39.46	3,303,664.86	0.43000%
1/8/2009	39.46	3,303,704.32	0.43000%
1/9/2009	39.46	3,303,743.78	0.43000%
1/10/2009	39.46	3,303,783.24	0.43000%
1/11/2009	39.46	3,303,822.70	0.43000%
1/12/2009	39.46	3,303,862.16	0.43000%
1/13/2009	39.46	3,303,901.63	0.43000%
1/14/2009	39.46	3,303,941.09	0.43000%
1/15/2009	39.46	3,303,980.55	0.43000%
1/16/2009	39.46	3,304,020.02	0.43000%
1/17/2009	39.46	3,304,059.48	0.43000%
1/18/2009	39.47	3,304,098.95	0.43000%
1/19/2009	39.47	3,304,138.41	0.43000%
1/20/2009	39.47	3,304,177.88	0.43000%
1/21/2009	39.47	3,304,217.35	0.43000%
1/22/2009	39.47	3,304,256.81	0.43000%
1/23/2009	39.47	3,304,296.28	0.43000%
1/24/2009	39.47	3,304,335.75	0.43000%
1/25/2009	39.47	3,304,375.22	0.43000%
1/26/2009	39.47	3,304,414.69	0.43000%
1/27/2009	39.47	3,304,454.16	0.43000%
1/28/2009	39.47	3,304,493.63	0.43000%
1/29/2009	39.47	3,304,533.10	0.43000%
1/30/2009	39.47	3,304,572.57	0.43000%
1/31/2009	39.47	3,304,612.04	0.43000%
2/1/2009	40.16	3,304,652.20	0.43750%
2/2/2009	40.16	3,304,692.36	0.43750%
2/3/2009	40.16	3,304,732.52	0.43750%
2/4/2009	40.16	3,304,772.68	0.43750%
2/5/2009	40.16	3,304,812.84	0.43750%
2/6/2009	40.16	3,304,853.01	0.43750%
2/7/2009	40.16	3,304,893.17	0.43750%
2/8/2009	40.16	3,304,933.33	0.43750%
2/9/2009	40.16	3,304,973.50	0.43750%
2/10/2009	40.16	3,305,013.66	0.43750%
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2/13/2009	40.17	3,305,134.16	0.43750%
2/14/2009	40.17	3,305,174.33	0.43750%
2/15/2009	40.17	3,305,214.49	0.43750%
2/16/2009	40.17	3,305,254.66	0.43750%
2/17/2009	40.17	3,305,294.83	0.43750%
2/18/2009	40.17	3,305,335.00	0.43750%
2/19/2009	40.17	3,305,375.17	0.43750%

Date	Interest	Balance (USD)	Rate
2/20/2009	40.17	3,305,415.34	0.43750%
2/21/2009	40.17	3,305,455.51	0.43750%
2/22/2009	40.17	3,305,495.68	0.43750%
2/23/2009	40.17	3,305,535.85	0.43750%
2/24/2009	40.17	3,305,576.02	0.43750%
2/25/2009	40.17	3,305,616.19	0.43750%
2/26/2009	40.17	3,305,656.36	0.43750%
2/27/2009	40.17	3,305,696.54	0.43750%
2/28/2009	40.17	3,305,736.71	0.43750%
3/1/2009	45.68	3,305,782.39	0.49750%
3/2/2009	45.68	3,305,828.08	0.49750%
3/3/2009	45.68	3,305,873.76	0.49750%
3/4/2009	45.69	3,305,919.45	0.49750%
3/5/2009	45.69	3,305,965.13	0.49750%
3/6/2009	45.69	3,306,010.82	0.49750%
3/7/2009	45.69	3,306,056.51	0.49750%
3/8/2009	45.69	3,306,102.19	0.49750%
3/9/2009	45.69	3,306,147.88	0.49750%
3/10/2009	45.69	3,306,193.57	0.49750%
3/11/2009	45.69	3,306,239.26	0.49750%
3/12/2009	45.69	3,306,284.95	0.49750%
3/13/2009	45.69	3,306,330.64	0.49750%
3/14/2009	45.69	3,306,376.33	0.49750%
3/15/2009	45.69	3,306,422.03	0.49750%
3/16/2009	45.69	3,306,467.72	0.49750%
3/17/2009	45.69	3,306,513.41	0.49750%
3/18/2009	45.69	3,306,559.11	0.49750%
3/19/2009	45.69	3,306,604.80	0.49750%
3/20/2009	45.70	3,306,650.50	0.49750%
3/21/2009	45.70	3,306,696.19	0.49750%
3/22/2009	45.70	3,306,741.89	0.49750%
3/23/2009	45.70	3,306,787.59	0.49750%
3/24/2009	45.70	3,306,833.29	0.49750%
3/25/2009	45.70	3,306,878.98	0.49750%
3/26/2009	45.70	3,306,924.68	0.49750%
3/27/2009	45.70	3,306,970.38	0.49750%
3/28/2009	45.70	3,307,016.08	0.49750%
3/29/2009	45.70	3,307,061.79	0.49750%
3/30/2009	45.70	3,307,107.49	0.49750%
3/31/2009	45.70	3,307,153.19	0.49750%
4/1/2009	45.47	3,307,198.66	0.49500%
4/2/2009	45.47	3,307,244.14	0.49500%
4/3/2009	45.47	3,307,289.61	0.49500%
4/4/2009	45.48	3,307,335.09	0.49500%
4/5/2009	45.48	3,307,380.56	0.49500%
4/6/2009	45.48	3,307,426.04	0.49500%
4/7/2009	45.48	3,307,471.52	0.49500%
4/8/2009	45.48	3,307,516.99	0.49500%
4/9/2009	45.48	3,307,562.47	0.49500%
4/10/2009	45.48	3,307,607.95	0.49500%
4/11/2009	45.48	3,307,653.43	0.49500%
4/12/2009	45.48	3,307,698.91	0.49500%
4/13/2009	45.48	3,307,744.39	0.49500%
4/14/2009	45.48	3,307,789.87	0.49500%
4/15/2009	45.48	3,307,835.36	0.49500%

Date	Interest	Balance (USD)	Rate
4/16/2009	45.48	3,307,880.84	0.49500%
4/17/2009	45.48	3,307,926.32	0.49500%
4/18/2009	45.48	3,307,971.81	0.49500%
4/19/2009	45.48	3,308,017.29	0.49500%
4/20/2009	45.49	3,308,062.78	0.49500%
4/21/2009	45.49	3,308,108.26	0.49500%
4/22/2009	45.49	3,308,153.75	0.49500%
4/23/2009	45.49	3,308,199.23	0.49500%
4/24/2009	45.49	3,308,244.72	0.49500%
4/25/2009	45.49	3,308,290.21	0.49500%
4/26/2009	45.49	3,308,335.70	0.49500%
4/27/2009	45.49	3,308,381.19	0.49500%
4/28/2009	45.49	3,308,426.68	0.49500%
4/29/2009	45.49	3,308,472.17	0.49500%
4/30/2009	45.49	3,308,517.66	0.49500%
5/1/2009	38.08	3,308,555.74	0.41438%
5/2/2009	38.08	3,308,593.83	0.41438%
5/3/2009	38.08	3,308,631.91	0.41438%
5/4/2009	38.08	3,308,670.00	0.41438%
5/5/2009	38.08	3,308,708.08	0.41438%
5/6/2009	38.09	3,308,746.17	0.41438%
5/7/2009	38.09	3,308,784.25	0.41438%
5/8/2009	38.09	3,308,822.34	0.41438%
5/9/2009	38.09	3,308,860.42	0.41438%
5/10/2009	38.09	3,308,898.51	0.41438%
5/11/2009	38.09	3,308,936.60	0.41438%
5/12/2009	38.09	3,308,974.69	0.41438%
5/13/2009	38.09	3,309,012.77	0.41438%
5/14/2009	38.09	3,309,050.86	0.41438%
5/15/2009	38.09	3,309,088.95	0.41438%
5/16/2009	38.09	3,309,127.04	0.41438%
5/17/2009	38.09	3,309,165.13	0.41438%
5/18/2009	38.09	3,309,203.22	0.41438%
5/19/2009	38.09	3,309,241.31	0.41438%
5/20/2009	38.09	3,309,279.40	0.41438%
5/21/2009	38.09	3,309,317.49	0.41438%
5/22/2009	38.09	3,309,355.59	0.41438%
5/23/2009	38.09	3,309,393.68	0.41438%
5/24/2009	38.09	3,309,431.77	0.41438%
5/25/2009	38.09	3,309,469.87	0.41438%
5/26/2009	38.09	3,309,507.96	0.41438%
5/27/2009	38.09	3,309,546.05	0.41438%
5/28/2009	38.09	3,309,584.15	0.41438%
5/29/2009	38.10	3,309,622.24	0.41438%
5/30/2009	38.10	3,309,660.34	0.41438%
5/31/2009	38.10	3,309,698.43	0.41438%
6/1/2009	29.42	3,309,727.85	0.32000%
6/2/2009	29.42	3,309,757.27	0.32000%
6/3/2009	29.42	3,309,786.69	0.32000%
6/4/2009	29.42	3,309,816.11	0.32000%
6/5/2009	29.42	3,309,845.54	0.32000%
6/6/2009	29.42	3,309,874.96	0.32000%
6/7/2009	29.42	3,309,904.38	0.32000%
6/8/2009	29.42	3,309,933.80	0.32000%
6/9/2009	29.42	3,309,963.22	0.32000%

Date	Interest	Balance (USD)	Rate
6/10/2009	29.42	3,309,992.64	0.32000%
6/11/2009	29.42	3,310,022.06	0.32000%
6/12/2009	29.42	3,310,051.49	0.32000%
6/13/2009	29.42	3,310,080.91	0.32000%
6/14/2009	29.42	3,310,110.33	0.32000%
6/15/2009	29.42	3,310,139.76	0.32000%
6/16/2009	29.42	3,310,169.18	0.32000%
6/17/2009	29.42	3,310,198.60	0.32000%
6/18/2009	29.42	3,310,228.03	0.32000%
6/19/2009	29.42	3,310,257.45	0.32000%
6/20/2009	29.42	3,310,286.88	0.32000%
6/21/2009	29.42	3,310,316.30	0.32000%
6/22/2009	29.43	3,310,345.73	0.32000%
6/23/2009	29.43	3,310,375.15	0.32000%
6/24/2009	29.43	3,310,404.58	0.32000%
6/25/2009	29.43	3,310,434.00	0.32000%
6/26/2009	29.43	3,310,463.43	0.32000%
6/27/2009	29.43	3,310,492.85	0.32000%
6/28/2009	29.43	3,310,522.28	0.32000%
6/29/2009	29.43	3,310,551.71	0.32000%
6/30/2009	29.43	3,310,581.13	0.32000%
7/1/2009	28.16	3,310,609.30	0.30625%
7/2/2009	28.16	3,310,637.46	0.30625%
7/3/2009	28.16	3,310,665.62	0.30625%
7/4/2009	28.16	3,310,693.79	0.30625%
7/5/2009	28.16	3,310,721.95	0.30625%
7/6/2009	28.16	3,310,750.12	0.30625%
7/7/2009	28.16	3,310,778.28	0.30625%
7/8/2009	28.16	3,310,806.45	0.30625%
7/9/2009	28.16	3,310,834.61	0.30625%
7/10/2009	28.17	3,310,862.78	0.30625%
7/11/2009	28.17	3,310,890.94	0.30625%
7/12/2009	28.17	3,310,919.11	0.30625%
7/13/2009	28.17	3,310,947.27	0.30625%
7/14/2009	28.17	3,310,975.44	0.30625%
7/15/2009	28.17	3,311,003.60	0.30625%
7/16/2009	28.17	3,311,031.77	0.30625%
7/17/2009	28.17	3,311,059.94	0.30625%
7/18/2009	28.17	3,311,088.10	0.30625%
7/19/2009	28.17	3,311,116.27	0.30625%
7/20/2009	28.17	3,311,144.44	0.30625%
7/21/2009	28.17	3,311,172.61	0.30625%
7/22/2009	28.17	3,311,200.77	0.30625%
7/23/2009	28.17	3,311,228.94	0.30625%
7/24/2009	28.17	3,311,257.11	0.30625%
7/25/2009	28.17	3,311,285.28	0.30625%
7/26/2009	28.17	3,311,313.45	0.30625%
7/27/2009	28.17	3,311,341.62	0.30625%
7/28/2009	28.17	3,311,369.79	0.30625%
7/29/2009	28.17	3,311,397.96	0.30625%
7/30/2009	28.17	3,311,426.13	0.30625%
7/31/2009	28.17	3,311,454.30	0.30625%
8/1/2009	25.35	3,311,479.65	0.27563%
8/2/2009	25.35	3,311,505.00	0.27563%
8/3/2009	25.35	3,311,530.36	0.27563%

Date	Interest	Balance (USD)	Rate
8/4/2009	25.35	3,311,555.71	0.27563%
8/5/2009	25.35	3,311,581.07	0.27563%
8/6/2009	25.35	3,311,606.42	0.27563%
8/7/2009	25.35	3,311,631.78	0.27563%
8/8/2009	25.36	3,311,657.13	0.27563%
8/9/2009	25.36	3,311,682.49	0.27563%
8/10/2009	25.36	3,311,707.84	0.27563%
8/11/2009	25.36	3,311,733.20	0.27563%
8/12/2009	25.36	3,311,758.56	0.27563%
8/13/2009	25.36	3,311,783.91	0.27563%
8/14/2009	25.36	3,311,809.27	0.27563%
8/15/2009	25.36	3,311,834.62	0.27563%
8/16/2009	25.36	3,311,859.98	0.27563%
8/17/2009	25.36	3,311,885.34	0.27563%
8/18/2009	25.36	3,311,910.70	0.27563%
8/19/2009	25.36	3,311,936.05	0.27563%
8/20/2009	25.36	3,311,961.41	0.27563%
8/21/2009	25.36	3,311,986.77	0.27563%
8/22/2009	25.36	3,312,012.13	0.27563%
8/23/2009	25.36	3,312,037.48	0.27563%
8/24/2009	25.36	3,312,062.84	0.27563%
8/25/2009	25.36	3,312,088.20	0.27563%
8/26/2009	25.36	3,312,113.56	0.27563%
8/27/2009	25.36	3,312,138.92	0.27563%
8/28/2009	25.36	3,312,164.28	0.27563%
8/29/2009	25.36	3,312,189.64	0.27563%
8/30/2009	25.36	3,312,215.00	0.27563%
8/31/2009	25.36	3,312,240.35	0.27563%
9/1/2009	23.58	3,312,263.93	0.25625%
9/2/2009	23.58	3,312,287.51	0.25625%
9/3/2009	23.58	3,312,311.09	0.25625%
9/4/2009	23.58	3,312,334.66	0.25625%
9/5/2009	23.58	3,312,358.24	0.25625%
9/6/2009	23.58	3,312,381.82	0.25625%
9/7/2009	23.58	3,312,405.40	0.25625%
9/8/2009	23.58	3,312,428.97	0.25625%
9/9/2009	23.58	3,312,452.55	0.25625%
9/10/2009	23.58	3,312,476.13	0.25625%
9/11/2009	23.58	3,312,499.71	0.25625%
9/12/2009	23.58	3,312,523.29	0.25625%
9/13/2009	23.58	3,312,546.87	0.25625%
9/14/2009	23.58	3,312,570.44	0.25625%
9/15/2009	23.58	3,312,594.02	0.25625%

Total Interest \$ 36,072.20

LIBOR RATES

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Range **9/15/08** to **9/ 2/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F		F 8/14	.27250	F 7/24	.28500
T		T 8/13	.27281	T 7/23	.28500
W 9/ 2 L	.25438	W 8/12	.27406	W 7/22	.28500
T 9/ 1	.25625	T 8/11	.27450	T 7/21	.28500
M 8/31		M 8/10	.27500	M 7/20	.28625
F 8/28	.25875	F 8/ 7	.27563	F 7/17	.28625
T 8/27	.26125	T 8/ 6	.27563	T 7/16	.28875
W 8/26	.26063	W 8/ 5	.27563	W 7/15	.28750
T 8/25	.26281	T 8/ 4	.27563	T 7/14	.28750
M 8/24	.26438	M 8/ 3	.27563	M 7/13	.28813
F 8/21	.26563	F 7/31	.27938	F 7/10	.29250
T 8/20	.26750	T 7/30	.28063	T 7/ 9	.29625
W 8/19	.26875	W 7/29	.28500	W 7/ 8	.30000
T 8/18	.27250	T 7/28	.28500	T 7/ 7	.30188
M 8/17	.27875	M 7/27	.28750	M 7/ 6	.30188

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Range **9/15/08** to **9/2/09** Period Daily HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 7/ 3	.30125	F 6/12	.31813	F 5/22	.31313
T 7/ 2	.30438	T 6/11	.31938	T 5/21	.30875
W 7/ 1	.30625	W 6/10	.32063	W 5/20	.30813
T 6/30	.30875	T 6/ 9	.32125	T 5/19	.30938
M 6/29	.30875	M 6/ 8	.32313	M 5/18	.31625
F 6/26	.31000	F 6/ 5	.32063	F 5/15	.32813
T 6/25	.30750	T 6/ 4	.31750	T 5/14	.33500
W 6/24	.31125	W 6/ 3	.31875	W 5/13	.34438
T 6/23	.31375	T 6/ 2	.32000	T 5/12	.34875
M 6/22	.31500	M 6/ 1	.32000	M 5/11	.35375
F 6/19	.31688	F 5/29	.31625	F 5/ 8	.36750
T 6/18	.31500	T 5/28	.32000	T 5/ 7	.38188
W 6/17	.31313	W 5/27	.31875	W 5/ 6	.39500
T 6/16	.31813	T 5/26	.31625	T 5/ 5	.40125
M 6/15	.31875	M 5/25		M 5/ 4	

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Range **9/15/08** to **9/ 2/09** Period Daily HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 5/ 1	.41438	F 4/10		F 3/20	.52188
T 4/30	.41125	T 4/ 9	.45125	T 3/19	.52313
W 4/29	.41813	W 4/ 8	.46000	W 3/18	.54500
T 4/28	.42750	T 4/ 7	.46938	T 3/17	.55625
M 4/27	.43250	M 4/ 6	.47563	M 3/16	.55563
F 4/24	.43500	F 4/ 3	.47813	F 3/13	.55563
T 4/23	.43750	T 4/ 2	.48938	T 3/12	.55625
W 4/22	.44000	W 4/ 1	.49500	W 3/11	.55688
T 4/21	.44125	T 3/31	.50063	T 3/10	.56438
M 4/20	.44250	M 3/30	.50875	M 3/ 9	.56438
F 4/17	.44750	F 3/27	.51813	F 3/ 6	.54625
T 4/16	.44688	T 3/26	.52250	T 3/ 5	.53313
W 4/15	.44813	W 3/25	.52000	W 3/ 4	.51813
T 4/14	.45250	T 3/24	.52094	T 3/ 3	.50750
M 4/13		M 3/23	.52188	M 3/ 2	.49750

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Range 9/15/08 to 9/2/09 Period Daily HI 4.58750 ON 10/10/08
 AVE 1.00562
 LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 2/27	.49625	F 2/ 6	.44875	F 1/16	.35938
T 2/26	.49688	T 2/ 5	.44750	T 1/15	.33375
W 2/25	.47875	W 2/ 4	.44500	W 1/14	.32875
T 2/24	.47688	T 2/ 3	.44500	T 1/13	.33313
M 2/23	.47375	M 2/ 2	.43750	M 1/12	.34250
F 2/20	.47250	F 1/30	.41938	F 1/ 9	.36625
T 2/19	.47313	T 1/29	.41250	T 1/ 8	.38625
W 2/18	.47000	W 1/28	.40938	W 1/ 7	.40625
T 2/17	.46625	T 1/27	.41125	T 1/ 6	.42063
M 2/16	.46500	M 1/26	.40875	M 1/ 5	.42875
F 2/13	.46125	F 1/23	.40125	F 1/ 2	.43000
T 2/12	.45500	T 1/22	.38938	T 1/ 1	
W 2/11	.45250	W 1/21	.35625	W 12/31	.43625
T 2/10	.44688	T 1/20	.35250	T 12/30	.44750
M 2/ 9	.44688	M 1/19	.35500	M 12/29	.46125

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Range 9/15/08 to 9/2/09 Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 12/26		F 12/ 5	1.86750	F 11/14	1.47750
T 12/25		T 12/ 4	1.87625	T 11/13	1.42250
W 12/24	.47125	W 12/ 3	1.89000	W 11/12	1.40875
T 12/23	.47125	T 12/ 2	1.89875	T 11/11	1.47750
M 12/22	.46125	M 12/ 1	1.91125	M 11/10	1.53875
F 12/19	.47375	F 11/28	1.90125	F 11/ 7	1.62250
T 12/18	.50750	T 11/27	1.90000	T 11/ 6	1.76750
W 12/17	.58125	W 11/26	1.43125	W 11/ 5	1.95625
T 12/16	.88375	T 11/25	1.43625	T 11/ 4	2.17750
M 12/15	.96125	M 11/24	1.41125	M 11/ 3	2.35750
F 12/12	1.04000	F 11/21	1.39500	F 10/31	2.58125
T 12/11	1.19500	T 11/20	1.39875	T 10/30	2.85000
W 12/10	1.43875	W 11/19	1.41375	W 10/29	3.11750
T 12/ 9	1.63500	T 11/18	1.45250	T 10/28	3.17125
M 12/ 8	1.82500	M 11/17	1.47375	M 10/27	3.21875

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Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2009 Bloomberg Finance L.P.
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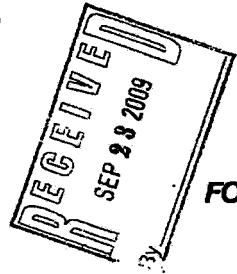
Page 6 / 6

Range 9/1/08 to 9/27/09 Period Daily HI 4.58750 ON 10/10/08
AVE 1.06372
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 10/24	3.24000	F 10/ 3	4.11000	F 9/12	2.48813
T 10/23	3.25875	T 10/ 2	4.04500	T 9/11	2.48750
W 10/22	3.27500	W 10/ 1	4.00250	W 9/10	2.48688
T 10/21	3.52750	T 9/30	3.92625	T 9/ 9	2.48875
M 10/20	3.75125	M 9/29	3.72000	M 9/ 8	2.48813
F 10/17	4.18125	F 9/26	3.70375	F 9/ 5	2.48688
T 10/16	4.27750	T 9/25	3.70875	T 9/ 4	2.48688
W 10/15	4.35875	W 9/24	3.42875	W 9/ 3	2.48750
T 10/14	4.46875	T 9/23	3.20688	T 9/ 2	2.48563
M 10/13	4.56000	M 9/22	3.17625	M 9/ 1	2.48563
F 10/10 H	4.58750	F 9/19	3.19000		
T 10/ 9	4.51250	T 9/18	3.18750		
W 10/ 8	4.29375	W 9/17	3.03000		
T 10/ 7	4.14000	T 9/16	2.74750		
M 10/ 6	4.09250	M 9/15	2.49688		

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2009 Bloomberg Finance L.P.
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United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

PROOF OF CLAIM

Filed: USBC - Southern District of New York
 Lehman Brothers Holdings Inc., Et Al.
 08-13555 (JMP) 0000034459



In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor 08-13555

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Fortissimo Fund
c/o Symphony Asset Management LLC
555 California Street, Suite 2975
San Francisco, CA 94104-1503

Telephone number: **415-676-4000** Email Address: **christina.mans@symphonyasset.com**

Name and address where payment should be sent (if different from above)

Telephone number: _____ Email Address: _____

THIS SPACE IS FOR COURT USE ONLY

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
 Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

Amount entitled to priority:

\$ See Annex A

FOR COURT USE ONLY

FILED / RECEIVED

SEP 23 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

1. Amount of Claim as of Date Case Filed: \$ 4,339,400.27 (See Annex A)

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

Check this box if all or part of your claim is based on a Derivative Contract.*

Check this box if all or part of your claim is based on a Guarantee.*

*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is a based on a Derivative Contract or Guarantee.

2. Basis for Claim: LBLI as guarantor of LBI(E) (See Annex A).
(See instruction #2 on reverse side.)**3. Last four digits of any number by which creditor identifies debtor: 1541**

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Describe: **See Annex A**

Value of Property: \$ _____ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ 0
(See instruction #6 on reverse side.)**7. Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. **Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: **09/18/09** Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

CHRISTINA M MANS
CONTROLLER, SYMPHONY ASSET MGMT

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

ANNEX A

Account name: Fortissimo Fund
Account number: 05601541

1. Amount of Claim as of Date Case Filed

Net position as of 9/15/08 (USD):	\$ 4,339,207.10
Credit Interest due through 9/14/08 per Lehman Cash Interest Summary:	193.17
Total amount of claim and credit interest as of 9/15/08:	\$ 4,339,400.27

Plus: interest subsequently accrued and accruing thereafter on a compound basis in accordance with paragraphs 10.7 and 15 of the ISLA Global Master Securities Lending Agreement dated 4 October 2007 between Fortissimo Fund and LBI(E) (the "GMSLA"). See also Statement of Interest attached hereto and summary of Obligor Contractual Agreements below. As of September 16, 2009, accrued unpaid interest was:

47,773.75

Plus: Fortissimo Fund claims all reasonable legal and other professional expenses incurred and to be incurred in connection with or as a consequence of an Event of Default in accordance with paragraph 10.7 of the GMSLA. Since September 15, 2008, legal expenses invoiced are:

5,775.89 *

Fortissimo Fund reserves the right to apply interest to expenses in accordance with the GMSLA.

**Legal expenses have been allocated among four (4) claimants. This amount represents expenses allocated to Fortissimo Fund.*

Amount of claim as of September 16, 2009, at least \$ 4,392,949.91

2. Summary of guarantor agreements and obligor contractual agreements

Guarantor Agreements

Unanimous Written Consent of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005.

Guarantee of Lehman Brothers Holdings Inc. dated January 4, 2008

Obligor Contractual Agreements

Customer Account Agreement Prime Brokerage dated 9 April 2007 between Fortissimo Fund and Lehman Brothers Inc together with other Lehman entities (including LBI(E))

Margin Lending Agreement dated 10 April 2007 between Fortissimo Fund, LBI(E) and Lehman ISLA Global Master Securities Lending Agreement (May 2000 version) dated 4 October 2007 between Fortissimo Fund and LBI(E)

First Amendment Agreement dated 10 September 2008 (amending the Margin Lending Agreement) between Fortissimo Fund, Lehman Brothers Inc and LBI(E)

Notice dated 30 April 2007 setting forth agreed upon financing rates for Symphony Asset Management's prime brokerage accounts effective May 1, 2007

3. Credit and Setoffs

The Claim is not subject to any setoffs, defenses or counterclaims by the Debtor or any of its affiliates.

4. Security Interests and Priority Status

The Claim is filed (i) as a secured claim to the extent of the value of any right of setoff by the Claimant and (ii) as a general unsecured claim to the extent of the remaining amount of the Claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to priority under Sections 503 and 507 of the Bankruptcy Code.

5. Reservation of Rights

The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of any right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination or recharacterization, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; or (f) an election of remedies which waives or otherwise affects any other remedy.

6. Amendments

The Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

7. Supporting documents

Supporting documents will be uploaded to the website of the Debtor's claims agent as specified by Order of this Court, dated July 2, 2009, in the procedures for submitting a claim based on amounts owed pursuant to any Guarantee.

Statement of Interest

Account name: Fortissimo Fund
Account number: 05601541

Total amount of claim and credit interest as of 9/15/08: \$ 4,339,400.27
Rate: 1-Month LIBOR

Date	Interest	Balance (USD)	Rate
9/15/2008	\$ 300.97	\$ 4,339,701.24	2.49688%
9/16/2008	300.99	4,340,002.23	2.49688%
9/17/2008	301.01	4,340,303.25	2.49688%
9/18/2008	301.03	4,340,604.28	2.49688%
9/19/2008	301.05	4,340,905.33	2.49688%
9/20/2008	301.08	4,341,206.41	2.49688%
9/21/2008	301.10	4,341,507.51	2.49688%
9/22/2008	301.12	4,341,808.62	2.49688%
9/23/2008	301.14	4,342,109.76	2.49688%
9/24/2008	301.16	4,342,410.92	2.49688%
9/25/2008	301.18	4,342,712.10	2.49688%
9/26/2008	301.20	4,343,013.30	2.49688%
9/27/2008	301.22	4,343,314.52	2.49688%
9/28/2008	301.24	4,343,615.77	2.49688%
9/29/2008	301.26	4,343,917.03	2.49688%
9/30/2008	301.28	4,344,218.31	2.49688%
10/1/2008	482.99	4,344,701.31	4.00250%
10/2/2008	483.05	4,345,184.35	4.00250%
10/3/2008	483.10	4,345,667.45	4.00250%
10/4/2008	483.15	4,346,150.61	4.00250%
10/5/2008	483.21	4,346,633.81	4.00250%
10/6/2008	483.26	4,347,117.08	4.00250%
10/7/2008	483.31	4,347,600.39	4.00250%
10/8/2008	483.37	4,348,083.76	4.00250%
10/9/2008	483.42	4,348,567.18	4.00250%
10/10/2008	483.48	4,349,050.66	4.00250%
10/11/2008	483.53	4,349,534.19	4.00250%
10/12/2008	483.58	4,350,017.77	4.00250%
10/13/2008	483.64	4,350,501.41	4.00250%
10/14/2008	483.69	4,350,985.10	4.00250%
10/15/2008	483.74	4,351,468.84	4.00250%
10/16/2008	483.80	4,351,952.64	4.00250%
10/17/2008	483.85	4,352,436.50	4.00250%
10/18/2008	483.91	4,352,920.40	4.00250%
10/19/2008	483.96	4,353,404.36	4.00250%
10/20/2008	484.01	4,353,888.38	4.00250%
10/21/2008	484.07	4,354,372.44	4.00250%
10/22/2008	484.12	4,354,856.57	4.00250%
10/23/2008	484.18	4,355,340.74	4.00250%
10/24/2008	484.23	4,355,824.97	4.00250%
10/25/2008	484.28	4,356,309.25	4.00250%
10/26/2008	484.34	4,356,793.59	4.00250%
10/27/2008	484.39	4,357,277.98	4.00250%
10/28/2008	484.44	4,357,762.43	4.00250%
10/29/2008	484.50	4,358,246.92	4.00250%
10/30/2008	484.55	4,358,731.48	4.00250%
10/31/2008	484.61	4,359,216.08	4.00250%
11/1/2008	285.47	4,359,501.55	2.35750%

Date	Interest	Balance (USD)	Rate
11/2/2008	285.49	4,359,787.04	2.35750%
11/3/2008	285.51	4,360,072.54	2.35750%
11/4/2008	285.52	4,360,358.07	2.35750%
11/5/2008	285.54	4,360,643.61	2.35750%
11/6/2008	285.56	4,360,929.17	2.35750%
11/7/2008	285.58	4,361,214.75	2.35750%
11/8/2008	285.60	4,361,500.35	2.35750%
11/9/2008	285.62	4,361,785.97	2.35750%
11/10/2008	285.64	4,362,071.60	2.35750%
11/11/2008	285.66	4,362,357.26	2.35750%
11/12/2008	285.67	4,362,642.93	2.35750%
11/13/2008	285.69	4,362,928.63	2.35750%
11/14/2008	285.71	4,363,214.34	2.35750%
11/15/2008	285.73	4,363,500.07	2.35750%
11/16/2008	285.75	4,363,785.82	2.35750%
11/17/2008	285.77	4,364,071.58	2.35750%
11/18/2008	285.79	4,364,357.37	2.35750%
11/19/2008	285.80	4,364,643.17	2.35750%
11/20/2008	285.82	4,364,929.00	2.35750%
11/21/2008	285.84	4,365,214.84	2.35750%
11/22/2008	285.86	4,365,500.70	2.35750%
11/23/2008	285.88	4,365,786.58	2.35750%
11/24/2008	285.90	4,366,072.48	2.35750%
11/25/2008	285.92	4,366,358.40	2.35750%
11/26/2008	285.94	4,366,644.33	2.35750%
11/27/2008	285.95	4,366,930.29	2.35750%
11/28/2008	285.97	4,367,216.26	2.35750%
11/29/2008	285.99	4,367,502.25	2.35750%
11/30/2008	286.01	4,367,788.26	2.35750%
12/1/2008	231.89	4,368,020.15	1.91125%
12/2/2008	231.90	4,368,252.05	1.91125%
12/3/2008	231.91	4,368,483.96	1.91125%
12/4/2008	231.92	4,368,715.88	1.91125%
12/5/2008	231.94	4,368,947.82	1.91125%
12/6/2008	231.95	4,369,179.77	1.91125%
12/7/2008	231.96	4,369,411.73	1.91125%
12/8/2008	231.97	4,369,643.70	1.91125%
12/9/2008	231.99	4,369,875.69	1.91125%
12/10/2008	232.00	4,370,107.69	1.91125%
12/11/2008	232.01	4,370,339.70	1.91125%
12/12/2008	232.02	4,370,571.72	1.91125%
12/13/2008	232.03	4,370,803.76	1.91125%
12/14/2008	232.05	4,371,035.80	1.91125%
12/15/2008	232.06	4,371,267.86	1.91125%
12/16/2008	232.07	4,371,499.93	1.91125%
12/17/2008	232.08	4,371,732.02	1.91125%
12/18/2008	232.10	4,371,964.11	1.91125%
12/19/2008	232.11	4,372,196.22	1.91125%
12/20/2008	232.12	4,372,428.34	1.91125%
12/21/2008	232.13	4,372,660.48	1.91125%
12/22/2008	232.15	4,372,892.62	1.91125%
12/23/2008	232.16	4,373,124.78	1.91125%
12/24/2008	232.17	4,373,356.95	1.91125%
12/25/2008	232.18	4,373,589.13	1.91125%
12/26/2008	232.20	4,373,821.33	1.91125%

Date	Interest	Balance (USD)	Rate
12/27/2008	232.21	4,374,053.54	1.91125%
12/28/2008	232.22	4,374,285.76	1.91125%
12/29/2008	232.23	4,374,517.99	1.91125%
12/30/2008	232.24	4,374,750.23	1.91125%
12/31/2008	232.26	4,374,982.49	1.91125%
1/1/2009	52.26	4,375,034.75	0.43000%
1/2/2009	52.26	4,375,087.00	0.43000%
1/3/2009	52.26	4,375,139.26	0.43000%
1/4/2009	52.26	4,375,191.52	0.43000%
1/5/2009	52.26	4,375,243.78	0.43000%
1/6/2009	52.26	4,375,296.04	0.43000%
1/7/2009	52.26	4,375,348.30	0.43000%
1/8/2009	52.26	4,375,400.56	0.43000%
1/9/2009	52.26	4,375,452.82	0.43000%
1/10/2009	52.26	4,375,505.09	0.43000%
1/11/2009	52.26	4,375,557.35	0.43000%
1/12/2009	52.26	4,375,609.61	0.43000%
1/13/2009	52.26	4,375,661.88	0.43000%
1/14/2009	52.26	4,375,714.14	0.43000%
1/15/2009	52.27	4,375,766.41	0.43000%
1/16/2009	52.27	4,375,818.67	0.43000%
1/17/2009	52.27	4,375,870.94	0.43000%
1/18/2009	52.27	4,375,923.21	0.43000%
1/19/2009	52.27	4,375,975.47	0.43000%
1/20/2009	52.27	4,376,027.74	0.43000%
1/21/2009	52.27	4,376,080.01	0.43000%
1/22/2009	52.27	4,376,132.28	0.43000%
1/23/2009	52.27	4,376,184.55	0.43000%
1/24/2009	52.27	4,376,236.82	0.43000%
1/25/2009	52.27	4,376,289.10	0.43000%
1/26/2009	52.27	4,376,341.37	0.43000%
1/27/2009	52.27	4,376,393.64	0.43000%
1/28/2009	52.27	4,376,445.91	0.43000%
1/29/2009	52.27	4,376,498.19	0.43000%
1/30/2009	52.27	4,376,550.46	0.43000%
1/31/2009	52.28	4,376,602.74	0.43000%
2/1/2009	53.19	4,376,655.93	0.43750%
2/2/2009	53.19	4,376,709.12	0.43750%
2/3/2009	53.19	4,376,762.30	0.43750%
2/4/2009	53.19	4,376,815.49	0.43750%
2/5/2009	53.19	4,376,868.68	0.43750%
2/6/2009	53.19	4,376,921.88	0.43750%
2/7/2009	53.19	4,376,975.07	0.43750%
2/8/2009	53.19	4,377,028.26	0.43750%
2/9/2009	53.19	4,377,081.45	0.43750%
2/10/2009	53.19	4,377,134.65	0.43750%
2/11/2009	53.19	4,377,187.84	0.43750%
2/12/2009	53.19	4,377,241.04	0.43750%
2/13/2009	53.20	4,377,294.23	0.43750%
2/14/2009	53.20	4,377,347.43	0.43750%
2/15/2009	53.20	4,377,400.62	0.43750%
2/16/2009	53.20	4,377,453.82	0.43750%
2/17/2009	53.20	4,377,507.02	0.43750%
2/18/2009	53.20	4,377,560.22	0.43750%
2/19/2009	53.20	4,377,613.42	0.43750%

Date	Interest	Balance (USD)	Rate
2/20/2009	53.20	4,377,666.62	0.43750%
2/21/2009	53.20	4,377,719.82	0.43750%
2/22/2009	53.20	4,377,773.02	0.43750%
2/23/2009	53.20	4,377,826.22	0.43750%
2/24/2009	53.20	4,377,879.43	0.43750%
2/25/2009	53.20	4,377,932.63	0.43750%
2/26/2009	53.20	4,377,985.83	0.43750%
2/27/2009	53.20	4,378,039.04	0.43750%
2/28/2009	53.21	4,378,092.24	0.43750%
3/1/2009	60.50	4,378,152.75	0.49750%
3/2/2009	60.50	4,378,213.25	0.49750%
3/3/2009	60.50	4,378,273.75	0.49750%
3/4/2009	60.51	4,378,334.26	0.49750%
3/5/2009	60.51	4,378,394.77	0.49750%
3/6/2009	60.51	4,378,455.27	0.49750%
3/7/2009	60.51	4,378,515.78	0.49750%
3/8/2009	60.51	4,378,576.29	0.49750%
3/9/2009	60.51	4,378,636.80	0.49750%
3/10/2009	60.51	4,378,697.31	0.49750%
3/11/2009	60.51	4,378,757.82	0.49750%
3/12/2009	60.51	4,378,818.33	0.49750%
3/13/2009	60.51	4,378,878.85	0.49750%
3/14/2009	60.51	4,378,939.36	0.49750%
3/15/2009	60.51	4,378,999.87	0.49750%
3/16/2009	60.52	4,379,060.39	0.49750%
3/17/2009	60.52	4,379,120.91	0.49750%
3/18/2009	60.52	4,379,181.42	0.49750%
3/19/2009	60.52	4,379,241.94	0.49750%
3/20/2009	60.52	4,379,302.46	0.49750%
3/21/2009	60.52	4,379,362.98	0.49750%
3/22/2009	60.52	4,379,423.50	0.49750%
3/23/2009	60.52	4,379,484.02	0.49750%
3/24/2009	60.52	4,379,544.54	0.49750%
3/25/2009	60.52	4,379,605.06	0.49750%
3/26/2009	60.52	4,379,665.59	0.49750%
3/27/2009	60.52	4,379,726.11	0.49750%
3/28/2009	60.53	4,379,786.64	0.49750%
3/29/2009	60.53	4,379,847.16	0.49750%
3/30/2009	60.53	4,379,907.69	0.49750%
3/31/2009	60.53	4,379,968.22	0.49750%
4/1/2009	60.22	4,380,028.44	0.49500%
4/2/2009	60.23	4,380,088.67	0.49500%
4/3/2009	60.23	4,380,148.90	0.49500%
4/4/2009	60.23	4,380,209.12	0.49500%
4/5/2009	60.23	4,380,269.35	0.49500%
4/6/2009	60.23	4,380,329.58	0.49500%
4/7/2009	60.23	4,380,389.81	0.49500%
4/8/2009	60.23	4,380,450.04	0.49500%
4/9/2009	60.23	4,380,510.27	0.49500%
4/10/2009	60.23	4,380,570.50	0.49500%
4/11/2009	60.23	4,380,630.74	0.49500%
4/12/2009	60.23	4,380,690.97	0.49500%
4/13/2009	60.23	4,380,751.20	0.49500%
4/14/2009	60.24	4,380,811.44	0.49500%
4/15/2009	60.24	4,380,871.67	0.49500%

Date	Interest	Balance (USD)	Rate
4/16/2009	60.24	4,380,931.91	0.49500%
4/17/2009	60.24	4,380,992.15	0.49500%
4/18/2009	60.24	4,381,052.39	0.49500%
4/19/2009	60.24	4,381,112.63	0.49500%
4/20/2009	60.24	4,381,172.87	0.49500%
4/21/2009	60.24	4,381,233.11	0.49500%
4/22/2009	60.24	4,381,293.35	0.49500%
4/23/2009	60.24	4,381,353.59	0.49500%
4/24/2009	60.24	4,381,413.84	0.49500%
4/25/2009	60.24	4,381,474.08	0.49500%
4/26/2009	60.25	4,381,534.33	0.49500%
4/27/2009	60.25	4,381,594.57	0.49500%
4/28/2009	60.25	4,381,654.82	0.49500%
4/29/2009	60.25	4,381,715.07	0.49500%
4/30/2009	60.25	4,381,775.32	0.49500%
5/1/2009	50.44	4,381,825.75	0.41438%
5/2/2009	50.44	4,381,876.19	0.41438%
5/3/2009	50.44	4,381,926.63	0.41438%
5/4/2009	50.44	4,381,977.07	0.41438%
5/5/2009	50.44	4,382,027.51	0.41438%
5/6/2009	50.44	4,382,077.95	0.41438%
5/7/2009	50.44	4,382,128.39	0.41438%
5/8/2009	50.44	4,382,178.83	0.41438%
5/9/2009	50.44	4,382,229.27	0.41438%
5/10/2009	50.44	4,382,279.71	0.41438%
5/11/2009	50.44	4,382,330.15	0.41438%
5/12/2009	50.44	4,382,380.60	0.41438%
5/13/2009	50.44	4,382,431.04	0.41438%
5/14/2009	50.44	4,382,481.48	0.41438%
5/15/2009	50.44	4,382,531.93	0.41438%
5/16/2009	50.45	4,382,582.37	0.41438%
5/17/2009	50.45	4,382,632.82	0.41438%
5/18/2009	50.45	4,382,683.27	0.41438%
5/19/2009	50.45	4,382,733.71	0.41438%
5/20/2009	50.45	4,382,784.16	0.41438%
5/21/2009	50.45	4,382,834.61	0.41438%
5/22/2009	50.45	4,382,885.06	0.41438%
5/23/2009	50.45	4,382,935.51	0.41438%
5/24/2009	50.45	4,382,985.96	0.41438%
5/25/2009	50.45	4,383,036.41	0.41438%
5/26/2009	50.45	4,383,086.86	0.41438%
5/27/2009	50.45	4,383,137.31	0.41438%
5/28/2009	50.45	4,383,187.76	0.41438%
5/29/2009	50.45	4,383,238.22	0.41438%
5/30/2009	50.45	4,383,288.67	0.41438%
5/31/2009	50.45	4,383,339.12	0.41438%
6/1/2009	38.96	4,383,378.09	0.32000%
6/2/2009	38.96	4,383,417.05	0.32000%
6/3/2009	38.96	4,383,456.01	0.32000%
6/4/2009	38.96	4,383,494.98	0.32000%
6/5/2009	38.96	4,383,533.94	0.32000%
6/6/2009	38.96	4,383,572.91	0.32000%
6/7/2009	38.97	4,383,611.87	0.32000%
6/8/2009	38.97	4,383,650.84	0.32000%
6/9/2009	38.97	4,383,689.80	0.32000%

Date	Interest	Balance (USD)	Rate
6/10/2009	38.97	4,383,728.77	0.32000%
6/11/2009	38.97	4,383,767.74	0.32000%
6/12/2009	38.97	4,383,806.70	0.32000%
6/13/2009	38.97	4,383,845.67	0.32000%
6/14/2009	38.97	4,383,884.64	0.32000%
6/15/2009	38.97	4,383,923.61	0.32000%
6/16/2009	38.97	4,383,962.57	0.32000%
6/17/2009	38.97	4,384,001.54	0.32000%
6/18/2009	38.97	4,384,040.51	0.32000%
6/19/2009	38.97	4,384,079.48	0.32000%
6/20/2009	38.97	4,384,118.45	0.32000%
6/21/2009	38.97	4,384,157.42	0.32000%
6/22/2009	38.97	4,384,196.39	0.32000%
6/23/2009	38.97	4,384,235.36	0.32000%
6/24/2009	38.97	4,384,274.33	0.32000%
6/25/2009	38.97	4,384,313.30	0.32000%
6/26/2009	38.97	4,384,352.27	0.32000%
6/27/2009	38.97	4,384,391.25	0.32000%
6/28/2009	38.97	4,384,430.22	0.32000%
6/29/2009	38.97	4,384,469.19	0.32000%
6/30/2009	38.97	4,384,508.16	0.32000%
7/1/2009	37.30	4,384,545.46	0.30625%
7/2/2009	37.30	4,384,582.76	0.30625%
7/3/2009	37.30	4,384,620.06	0.30625%
7/4/2009	37.30	4,384,657.36	0.30625%
7/5/2009	37.30	4,384,694.66	0.30625%
7/6/2009	37.30	4,384,731.96	0.30625%
7/7/2009	37.30	4,384,769.26	0.30625%
7/8/2009	37.30	4,384,806.56	0.30625%
7/9/2009	37.30	4,384,843.86	0.30625%
7/10/2009	37.30	4,384,881.17	0.30625%
7/11/2009	37.30	4,384,918.47	0.30625%
7/12/2009	37.30	4,384,955.77	0.30625%
7/13/2009	37.30	4,384,993.07	0.30625%
7/14/2009	37.30	4,385,030.38	0.30625%
7/15/2009	37.30	4,385,067.68	0.30625%
7/16/2009	37.30	4,385,104.98	0.30625%
7/17/2009	37.30	4,385,142.29	0.30625%
7/18/2009	37.30	4,385,179.59	0.30625%
7/19/2009	37.30	4,385,216.90	0.30625%
7/20/2009	37.30	4,385,254.20	0.30625%
7/21/2009	37.31	4,385,291.51	0.30625%
7/22/2009	37.31	4,385,328.81	0.30625%
7/23/2009	37.31	4,385,366.12	0.30625%
7/24/2009	37.31	4,385,403.42	0.30625%
7/25/2009	37.31	4,385,440.73	0.30625%
7/26/2009	37.31	4,385,478.04	0.30625%
7/27/2009	37.31	4,385,515.34	0.30625%
7/28/2009	37.31	4,385,552.65	0.30625%
7/29/2009	37.31	4,385,589.96	0.30625%
7/30/2009	37.31	4,385,627.27	0.30625%
7/31/2009	37.31	4,385,664.57	0.30625%
8/1/2009	33.58	4,385,698.15	0.27563%
8/2/2009	33.58	4,385,731.73	0.27563%
8/3/2009	33.58	4,385,765.31	0.27563%

Date	Interest	Balance (USD)	Rate
8/4/2009	33.58	4,385,798.89	0.27563%
8/5/2009	33.58	4,385,832.47	0.27563%
8/6/2009	33.58	4,385,866.05	0.27563%
8/7/2009	33.58	4,385,899.63	0.27563%
8/8/2009	33.58	4,385,933.21	0.27563%
8/9/2009	33.58	4,385,966.79	0.27563%
8/10/2009	33.58	4,386,000.37	0.27563%
8/11/2009	33.58	4,386,033.95	0.27563%
8/12/2009	33.58	4,386,067.53	0.27563%
8/13/2009	33.58	4,386,101.11	0.27563%
8/14/2009	33.58	4,386,134.69	0.27563%
8/15/2009	33.58	4,386,168.28	0.27563%
8/16/2009	33.58	4,386,201.86	0.27563%
8/17/2009	33.58	4,386,235.44	0.27563%
8/18/2009	33.58	4,386,269.02	0.27563%
8/19/2009	33.58	4,386,302.61	0.27563%
8/20/2009	33.58	4,386,336.19	0.27563%
8/21/2009	33.58	4,386,369.77	0.27563%
8/22/2009	33.58	4,386,403.36	0.27563%
8/23/2009	33.58	4,386,436.94	0.27563%
8/24/2009	33.58	4,386,470.53	0.27563%
8/25/2009	33.58	4,386,504.11	0.27563%
8/26/2009	33.58	4,386,537.69	0.27563%
8/27/2009	33.59	4,386,571.28	0.27563%
8/28/2009	33.59	4,386,604.86	0.27563%
8/29/2009	33.59	4,386,638.45	0.27563%
8/30/2009	33.59	4,386,672.04	0.27563%
8/31/2009	33.59	4,386,705.62	0.27563%
9/1/2009	31.22	4,386,736.85	0.25625%
9/2/2009	31.23	4,386,768.07	0.25625%
9/3/2009	31.23	4,386,799.30	0.25625%
9/4/2009	31.23	4,386,830.52	0.25625%
9/5/2009	31.23	4,386,861.75	0.25625%
9/6/2009	31.23	4,386,892.97	0.25625%
9/7/2009	31.23	4,386,924.20	0.25625%
9/8/2009	31.23	4,386,955.43	0.25625%
9/9/2009	31.23	4,386,986.65	0.25625%
9/10/2009	31.23	4,387,017.88	0.25625%
9/11/2009	31.23	4,387,049.11	0.25625%
9/12/2009	31.23	4,387,080.33	0.25625%
9/13/2009	31.23	4,387,111.56	0.25625%
9/14/2009	31.23	4,387,142.79	0.25625%
9/15/2009	31.23	4,387,174.02	0.25625%

Total Interest \$ 47,773.75

LIBOR RATES

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Range **9/15/08** to **9/ 2/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F		F 8/14	.27250	F 7/24	.28500
T		T 8/13	.27281	T 7/23	.28500
W 9/ 2 L	.25438	W 8/12	.27406	W 7/22	.28500
T 9/ 1	.25625	T 8/11	.27450	T 7/21	.28500
M 8/31		M 8/10	.27500	M 7/20	.28625
F 8/28	.25875	F 8/ 7	.27563	F 7/17	.28625
T 8/27	.26125	T 8/ 6	.27563	T 7/16	.28875
W 8/26	.26063	W 8/ 5	.27563	W 7/15	.28750
T 8/25	.26281	T 8/ 4	.27563	T 7/14	.28750
M 8/24	.26438	M 8/ 3	.27563	M 7/13	.28813
F 8/21	.26563	F 7/31	.27938	F 7/10	.29250
T 8/20	.26750	T 7/30	.28063	T 7/ 9	.29625
W 8/19	.26875	W 7/29	.28500	W 7/ 8	.30000
T 8/18	.27250	T 7/28	.28500	T 7/ 7	.30188
M 8/17	.27875	M 7/27	.28750	M 7/ 6	.30188

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Range 9/15/08 to 9/22/09 Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 7/ 3	.30125	F 6/12	.31813	F 5/22	.31313
T 7/ 2	.30438	T 6/11	.31938	T 5/21	.30875
W 7/ 1	.30625	W 6/10	.32063	W 5/20	.30813
T 6/30	.30875	T 6/ 9	.32125	T 5/19	.30938
M 6/29	.30875	M 6/ 8	.32313	M 5/18	.31625
F 6/26	.31000	F 6/ 5	.32063	F 5/15	.32813
T 6/25	.30750	T 6/ 4	.31750	T 5/14	.33500
W 6/24	.31125	W 6/ 3	.31875	W 5/13	.34438
T 6/23	.31375	T 6/ 2	.32000	T 5/12	.34875
M 6/22	.31500	M 6/ 1	.32000	M 5/11	.35375
F 6/19	.31688	F 5/29	.31625	F 5/ 8	.36750
T 6/18	.31500	T 5/28	.32000	T 5/ 7	.38188
W 6/17	.31313	W 5/27	.31875	W 5/ 6	.39500
T 6/16	.31813	T 5/26	.31625	T 5/ 5	.40125
M 6/15	.31875	M 5/25		M 5/ 4	

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Range 9/15/08 to 9/27/09 Period Daily HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 5/ 1	.41438	F 4/10		F 3/20	.52188
T 4/30	.41125	T 4/ 9	.45125	T 3/19	.52313
W 4/29	.41813	W 4/ 8	.46000	W 3/18	.54500
T 4/28	.42750	T 4/ 7	.46938	T 3/17	.55625
M 4/27	.43250	M 4/ 6	.47563	M 3/16	.55563
F 4/24	.43500	F 4/ 3	.47813	F 3/13	.55563
T 4/23	.43750	T 4/ 2	.48938	T 3/12	.55625
W 4/22	.44000	W 4/ 1	.49500	W 3/11	.55688
T 4/21	.44125	T 3/31	.50063	T 3/10	.56438
M 4/20	.44250	M 3/30	.50875	M 3/ 9	.56438
F 4/17	.44750	F 3/27	.51813	F 3/ 6	.54625
T 4/16	.44688	T 3/26	.52250	T 3/ 5	.53313
W 4/15	.44813	W 3/25	.52000	W 3/ 4	.51813
T 4/14	.45250	T 3/24	.52094	T 3/ 3	.50750
M 4/13		M 3/23	.52188	M 3/ 2	.49750

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Range **9/15/08** to **9/27/09** Period Daily

HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/ 2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 2/27	.49625	F 2/ 6	.44875	F 1/16	.35938
T 2/26	.49688	T 2/ 5	.44750	T 1/15	.33375
W 2/25	.47875	W 2/ 4	.44500	W 1/14	.32875
T 2/24	.47688	T 2/ 3	.44500	T 1/13	.33313
M 2/23	.47375	M 2/ 2	.43750	M 1/12	.34250
F 2/20	.47250	F 1/30	.41938	F 1/ 9	.36625
T 2/19	.47313	T 1/29	.41250	T 1/ 8	.38625
W 2/18	.47000	W 1/28	.40938	W 1/ 7	.40625
T 2/17	.46625	T 1/27	.41125	T 1/ 6	.42063
M 2/16	.46500	M 1/26	.40875	M 1/ 5	.42875
F 2/13	.46125	F 1/23	.40125	F 1/ 2	.43000
T 2/12	.45500	T 1/22	.38938	T 1/ 1	
W 2/11	.45250	W 1/21	.35625	W 12/31	.43625
T 2/10	.44688	T 1/20	.35250	T 12/30	.44750
M 2/ 9	.44688	M 1/19	.35500	M 12/29	.46125

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Range 9/15/08 to 9/27/09 Period Daily HI 4.58750 ON 10/10/08
AVE 1.00562
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 12/26		F 12/ 5	1.86750	F 11/14	1.47750
T 12/25		T 12/ 4	1.87625	T 11/13	1.42250
W 12/24	.47125	W 12/ 3	1.89000	W 11/12	1.40875
T 12/23	.47125	T 12/ 2	1.89875	T 11/11	1.47750
M 12/22	.46125	M 12/ 1	1.91125	M 11/10	1.53875
F 12/19	.47375	F 11/28	1.90125	F 11/ 7	1.62250
T 12/18	.50750	T 11/27	1.90000	T 11/ 6	1.76750
W 12/17	.58125	W 11/26	1.43125	W 11/ 5	1.95625
T 12/16	.88375	T 11/25	1.43625	T 11/ 4	2.17750
M 12/15	.96125	M 11/24	1.41125	M 11/ 3	2.35750
F 12/12	1.04000	F 11/21	1.39500	F 10/31	2.58125
T 12/11	1.19500	T 11/20	1.39875	T 10/30	2.85000
W 12/10	1.43875	W 11/19	1.41375	W 10/29	3.11750
T 12/ 9	1.63500	T 11/18	1.45250	T 10/28	3.17125
M 12/ 8	1.82500	M 11/17	1.47375	M 10/27	3.21875

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Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2009 Bloomberg Finance L.P.
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CLOSE/ASK/YIELD
US0001M LIBOR-USD Fix 1 Month

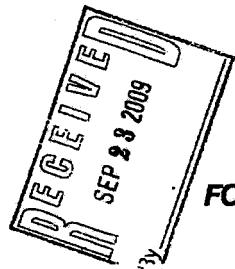
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Range 9/1/08 to 9/2/09 Period Daily HI 4.58750 ON 10/10/08
AVE 1.06372
LOW .25438 ON 9/2/09

DATE	YIELD	DATE	YIELD	DATE	YIELD
F 10/24	3.24000	F 10/ 3	4.11000	F 9/12	2.48813
T 10/23	3.25875	T 10/ 2	4.04500	T 9/11	2.48750
W 10/22	3.27500	W 10/ 1	4.00250	W 9/10	2.48688
T 10/21	3.52750	T 9/30	3.92625	T 9/ 9	2.48875
M 10/20	3.75125	M 9/29	3.72000	M 9/ 8	2.48813
F 10/17	4.18125	F 9/26	3.70375	F 9/ 5	2.48688
T 10/16	4.27750	T 9/25	3.70875	T 9/ 4	2.48688
W 10/15	4.35875	W 9/24	3.42875	W 9/ 3	2.48750
T 10/14	4.46875	T 9/23	3.20688	T 9/ 2	2.48563
M 10/13	4.56000	M 9/22	3.17625	M 9/ 1	2.48563
F 10/10 H	4.58750	F 9/19	3.19000		
T 10/ 9	4.51250	T 9/18	3.18750		
W 10/ 8	4.29375	W 9/17	3.03000		
T 10/ 7	4.14000	T 9/16	2.74750		
M 10/ 6	4.09250	M 9/15	2.49688		

Australia 61 2 9777 6600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2009 Bloomberg Finance L.P.
SN 887405 8794-483-1 17-Sep-2009 15:38:55

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EXHIBIT B

Proof of Claim Form

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)			
Name of Debtor Against Which Claim is Held	Case No. of Debtor			
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)</p>				
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____		
Telephone number:	Email Address:			
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.		
Telephone number:	Email Address:			
<p>1. Amount of Claim as of Date Case Filed: \$ _____</p> <p>If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.</p> <p>If all or part of your claim is entitled to priority, complete Item 5.</p> <p>If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.</p> <p><input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.*</p> <p>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.</p>				
<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p>				
<p>2. Basis for Claim: _____ (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: _____</p> <p>3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)</p> <p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other</p> <p>Describe: _____</p> <p>Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>				
<p>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side.)</p> <p>7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach/redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:</p>				
Date:	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.			
<p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</p>				
<p>FOR COURT USE ONLY</p>				

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

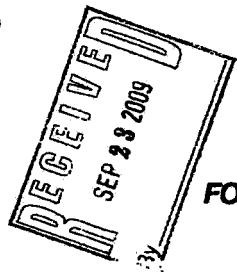
Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

EXHIBIT C

USPS Order Confirmation

T Please Rush To Addressee



FOR PICKUP OR TRACKING CALL 1-800-222-1811

UNITED STATES POSTAL SERVICE. Click-N-Ship®	
E	09/21/09 1 lb 10 oz Mailed from #4104 071700586011
USPS EXPRESS MAIL®	
CHRISTINA MANS SYMPHONY ASSET MANAGEMENT 655 CALIFORNIA ST STE 2975 SAN FRANCISCO CA 94104-1605	
WAIVER OF SIGNATURE REQUESTED NO DELIVERY HOLIDAY	
CLAIMS AGENT SHIP TO: LEHMAN BROS HOLDINGS CLAIMS PROCESSING CIO EQUIP BANKRUPTCY SOLUTIONS LLC PO BOX 5076 FDR STATION NEW YORK NY 10150-5076	
USPS EXPRESS MAIL	
EO 965 281 675 US	
POSTAL USE ONLY	
Date Int. Mo:	Day <input checked="" type="checkbox"/> Next <input type="checkbox"/> Second <input type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM
Day of Delivery <input type="checkbox"/> Next	Time <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Return Receipt <input type="checkbox"/> COD	Additional Fee <input type="checkbox"/> Insurance Fee <input type="checkbox"/> \$0.00

EXHIBIT D

USPS Delivery Confirmation



[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#) [FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: EO96 5281 675U S
Class: Express Mail®
Status: Delivered

Your item was delivered at 11:27 AM on September 23, 2009 in NEW YORK, NY 10022. The item was signed for by J SANCHEZ.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- Delivered, September 23, 2009, 11:27 am, NEW YORK, NY 10022
- Arrival at Pick-Up-Point, September 23, 2009, 11:07 am, NEW YORK, NY 10150
- Arrival at Post Office, September 23, 2009, 9:21 am, NEW YORK, NY 10022
- Processed through Sort Facility, September 21, 2009, 5:00 pm, SAN FRANCISCO, CA 94128
- Electronic Shipping Info Received, September 21, 2009
- Acceptance, September 21, 2009, 2:23 pm, SAN FRANCISCO, CA 94104

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

Proof of Delivery

Verify who signed for your item by email, fax, or mail. [Go >](#)

[Site Map](#) [Customer Service](#) [Forms](#) [Gov't Services](#) [Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

Copyright© 2009 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA



Federal Equal Employment Opportunity Commission



Small Business Administration



Shipping History

SARAH FIHN - Account # 34834991

Label Details

Label Detail Information

[Download Results »»](#) [Insurance Claims »»](#) [New Search »»](#)

Summary of Label # EO 965 281 675 US

Date	Transaction #	Label #	SCAN Form #	Status
09/21/2009	149605042	EO 965 281 675 US Track & Confirm	n/a	Credit Card Charged
Return Address		Standardized Delivery Address		Package Information
CHRISTINA MANS SYMPHONY ASSET MANAG 555 CALIFORNIA ST STE 2975 SAN FRANCISCO, CA 94104-1605		LEHMAN BROS HOLDINGS C/O EQIP BANKRUPTCY PO BOX 5076 FDR STATION NEW YORK, NY 10150-5076		Weight: 1 lbs. 10 oz. Shipping Date: 09/21/2009 ZIP Code™: 94104
Order Type: Single Label		Service Option: Express Mail Waiver of Signature No Holidays		Price: \$26.27

Label Total: \$26.27

[« Back](#)



Date: 09/23/2009

Sarah Fihn:

The following is in response to your 09/22/2009 request for delivery information on your Express Mail(R) item number EO96 5281 675U S. The delivery record shows that this item was delivered on 09/23/2009 at 11:27 AM in NEW YORK, NY 10022 to J SANCHEZ. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in black ink that appears to read "J. Sanchez". Above the signature is a horizontal line that it is written across.

Address of Recipient:

Bres
582
5875
5876

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service